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सं. 28] नई दिल्ली, जुलाई 15—जुलाई 21, 2018, शनिवार/आषाढ़ 24—आषाढ़ 30, 1940
No. 28] NEW DELHI, JULY 15—JULY 21, 2018, SATURDAY/ASADHA 24—ASADHA 30, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)
नई दिल्ली, 21 जून, 2018

का.आ. 1064.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा (6) की उप-धारा (1) के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, निम्नलिखित व्यक्तियों को 23 जुलाई, 2018 से तीन वर्ष की अवधि के लिए राष्ट्रीय आवास बैंक (एनएचबी) के निदेशक मंडल में निदेशक नामित करती है :-

1. अपर मुख्य सचिव, (ग्रामीण आवास प्रभारी), पंचायत एवं ग्रामीण विकास विभाग, असम सरकार ।
2. प्रधान सचिव, आवास विभाग, कर्नाटक सरकार ।

[फा. सं. 24/17/2010-आईएफ-II]

प्रमोद कुमार सिंह, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 21st June, 2018

S.O. 1064.—In exercise of the powers conferred by Clause (f) of Sub-section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government, hereby appoints the following persons to be the Directors on the Board of Directors of National Housing Bank (NHB) for a period of three years with effect from 23rd July, 2018 :

1. Additional Chief Secretary (in charge of Rural Housing), Panchayat and Rural Development Department, Government of Assam.
2. Principal Secretary, Department of Housing, Government of Karnataka.

[F. No. 24/17/2010-IF-II]

PROMODE KUMAR SINGH, Under Secy.

कार्मिक, लोक शिकायत और पेंशन मंत्रालय**(कार्मिक और प्रशिक्षण विभाग)**

नई दिल्ली, 9 जुलाई, 2018

का.आ. 1065.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्रीमती मोनिका पंत, अधिवक्ता को माननीय उत्तराखंड उच्च न्यायालय, नैनीताल में दिल्ली विशेष पुलिस स्थापन (सी.बी.आई.) द्वारा संस्थित सीबीआई मामला सं. आर.सी. 16(ए)/2005/सीबीआई/एससी.-1/नई दिल्ली में से उद्भूत अपील, पुनरीक्षण या अन्य कार्यवाहियां संचालित करने के लिए उपस्थित होने के लिए नियुक्ति की तारीख से या मामला को निपटाने तक, जो भी पूर्वतर हो, तीन वर्ष की अवधि के लिए विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/33/2017-एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**

New Delhi, the 9th July, 2018

S.O. 1065.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Smt. Monika Pant, Advocate, Nainital, as Special Public Prosecutor for conducting appeals or revisions or other proceedings arising out of the CBI case No. RC 16(A)/2005/CBI/SC.1/New Delhi, instituted by the Delhi Special Police Establishment (C.B.I.) in the Hon'ble High Court of Uttarakhand at Nainital, for a period of three years from the date of appointment or till disposal of the case, whichever is earlier.

[F.No. 225/33/2017-AVD-II]

S.P.R. TRIPATHI, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 20 जुलाई, 2018

का.आ. 1066.—केन्द्रीय सरकार को यह प्रतीत होता है कि इसके उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त होने की संभावना है;

और उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्यांक आरईवी / 01/18, तारीख 11 जून, 2018 का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड (भूमि और राजस्व विभाग), दरभंगा हाउस, राँची - 834029 (झारखण्ड) के कार्यालय में या

महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कुजू क्षेत्र, जिला- रामगढ़ और हजारीबाग (झारखण्ड) या महाप्रबंधक (खोज प्रभाग), आर.आई.-III, केन्द्रीय खान योजना और डिजाइन संस्थान लिमिटेड, गोंडवाना पैलेस, कांके रोड, राँची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700001 के कार्यालय में किया जा सकता है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है), की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

पूर्वोक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, -

- (i) सम्पूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई कार्रवाई से हुई क्षति या संभावित क्षति के लिए उसकी धारा 6 के अधीन किसी नुकसानी के लिए प्रतिकर का दावा कर सकेगा; या
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन समाप्त हो गई पूर्वोक्षण अनुज्ञप्तियों के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन समाप्त हो गये खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (1) के खण्ड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, कुजू क्षेत्र, जिला- रामगढ़ और हजारीबाग (झारखंड) या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, दरभंगा हाउस, राँची - 834029 (झारखण्ड) को सुपुर्द करेगा।

अनुसूची

तोपा - पिंडरा विस्तार परियोजना

जिला- रामगढ़ और हजारीबाग (झारखंड)

(रेखांक संख्यांक आरईवी / 01/18, तारीख 11 जून, 2018)

ब्लॉक	क्र.सं.	ग्राम	थाना सं.	थाना	जिला	क्षेत्र		टिप्पणियां
						एकड़ में	हेक्टेयर में	
ए	1	पिंडरा	52	मांडू	हजारीबाग	35.64	14.423	भाग
	2	रबोध	51	मांडू	हजारीबाग	88.39	35.771	भाग
	3	डटमा	129	मांडू	रामगढ़	218.17	88.292	भाग
	4	तोपा	126	मांडू	रामगढ़	58.02	23.480	भाग
	कुल					400.22	161.966	
बी	5	डटमा	129	मांडू	रामगढ़	87.97	35.601	भाग
	6	ओरला	128	मांडू	रामगढ़	59.48	24.071	भाग
	कुल					147.45	59.672	
सी	7	तोपा	126	मांडू	रामगढ़	3.39	1.372	भाग
डी	8	तोपा	126	मांडू	रामगढ़	17.23	6.972	भाग
ई	9	तोपा	126	मांडू	रामगढ़	45.35	18.353	भाग
एफ	10	तोपा	126	मांडू	रामगढ़	14.58	5.900	भाग

जी	11	ओरला	126	मांडू	रामगढ़	65.30	26.427	भाग
एच	12	तोपा	126	मांडू	रामगढ़	16.35	6.617	भाग
आई	13	बनवार	127	मांडू	रामगढ़	0.70	0.283	भाग
जे	14	बनवार	127	मांडू	रामगढ़	70.10	28.369	भाग
कुल : (ब्लॉक: ए + बी + सी + डी + ई + एफ + जी + एच + आई + जे)						780.67 एकड़ (लगभग)	315.931 हेक्टेयर (लगभग)	

सीमा - वर्णन:

ब्लॉक - ए		
क 1 - क 2 - क 3 - क 4 - क 5 - क 6 - क 7 - क 8 - क 9 - क 10 - क 11 - क 12	-	रेखा, बिन्दु 'क 1' से आरंभ होकर बिन्दु क 2 से क 12 तक गुजरते हुए आरंभिक बिन्दु 'क 1' पर मिलती है ।
ब्लॉक - बी		
ख 1 - ख 2 - ख 3 - ख 4 - ख 5	-	रेखा, बिन्दु 'ख 1' से आरंभ होकर बिन्दु ख 2 से ख 5 तक गुजरते हुए आरंभिक बिन्दु 'ख 1' पर मिलती है ।
ब्लॉक - सी		
ग 1 - ग 2 - ग 3 - ग 4	-	रेखा बिन्दु 'ग 1' से आरंभ होकर बिन्दु ग 2 से ग 4 तक गुजरते हुए आरंभिक बिन्दु 'ग 1' पर मिलती है ।
ब्लॉक - डी		
घ 1 - घ 2 - घ 3 - घ 4 - घ 5	-	रेखा बिन्दु 'घ 1' से आरंभ होकर बिन्दु घ 2 से घ 5 तक गुजरते हुए आरंभिक बिन्दु 'घ 1' पर मिलती है ।
ब्लॉक - ई		
ड. 1 - ड. 2 - ड. 3	-	रेखा बिन्दु 'ड. 1' से आरंभ होकर बिन्दु ड. 2 से ड. 4 तक गुजरते हुए आरंभिक बिन्दु 'ड. 1' पर मिलती है ।
ब्लॉक - एफ		
च 1 - च 2 - च 3	-	रेखा बिन्दु 'च 1' से आरंभ होकर बिन्दु च 2 और च 3 से गुजरते हुए आरंभिक बिन्दु 'च 1' पर मिलती है ।
ब्लॉक - जी		
छ 1 - छ 2 - छ 3	-	रेखा बिन्दु 'छ 1' से आरंभ होकर बिन्दु छ 2 और छ 3 से गुजरते हुए आरंभिक बिन्दु 'छ 1' पर मिलती है ।
ब्लॉक - एच		
ज 1 - ज 2 - ज 3	-	रेखा बिन्दु 'ज 1' से आरंभ होकर बिन्दु ज 2 और ज 3 से गुजरते हुए आरंभिक बिन्दु 'ज 1' पर मिलती है ।

ब्लॉक – आई		
झ 1- झ 2- झ 3	-	रेखा बिन्दु 'झ 1' से आरंभ होकर बिन्दु झ 2 और झ 3 से गुजरते हुए आरंभिक बिन्दु 'झ 1' पर मिलती है।
ब्लॉक – जे		
ज 1- ज 2 - ज 3 - ज 4 - ज 5 - ज 6	-	रेखा बिन्दु 'ज 1' से आरंभ होकर बिन्दु ज 2 से ज 6 तक गुजरते हुए बिन्दु आरंभिक बिन्दु 'ज 1' पर मिलती है।

[फा.सं. 43015/3/2018-एलए एण्ड आईआर]

आर. एस. सरोज, अवर सचिव

MINISTRY OF COAL

New Delhi, the 20th July, 2018

S.O. 1066.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number Rev/01/18, dated the 11th June, 2018 containing details of the areas of land described in the said Schedule may be inspected at the office of the Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi- 834029 (Jharkhand) or at the office of the General Manager, Central Coalfields Limited, Kuju Area, Districts Ramgarh and Hazaribagh (Jharkhand) or at the office of the Deputy commissioner, Districts Ramgarh and Hazaribagh (Jharkhand) or at the office of the General Manager (Exploration Division), RI- III, Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata- 700 001.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in land described in the said Schedule.

Any person interested in the land described in the above mentioned Schedule may -

- object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Kuju Area, Districts Ramgarh and Hazaribagh (Jharkhand) or General Manager, Central Coalfields Limited, Land and Revenue Department, Darbhanga House, Ranchi- 834029 (Jharkhand) within a period of ninety days from the date of publication of this notification.

SCHEDULE**TOPA-PINDRA EXPANSION PROJECT****DISTRICTS RAMGARH AND HAZARIBAGH (JHARKHAND)**(Plan bearing number REV/ 01 /2018, dated the 11th June, 2018)

Block	Sl. No.	Village	Thana	Thana number	District	Area		Remarks
						(in acres)	(n hectares)	
A	1	Pindra	Mandu	52	Hazaribagh	35.64	14.423	Part
	2	Rabodh	Mandu	51	Hazaribagh	88.39	35.771	Part
	3	Datma	Mandu	129	Ramgarh	218.17	88.292	Part

	4	Topa	Mandu	126	Ramgarh	58.02	23.480	Part
	TOTAL					400.22	161.966	
B	5	Datma	Mandu	129	Ramgarh	87.97	35.601	Part
	6	Orla	Mandu	128	Ramgarh	59.48	24.071	Part
	TOTAL					147.45	59.672	
C	7	Topa	Mandu	126	Ramgarh	3.39	1.372	Part
D	8	Topa	Mandu	126	Ramgarh	17.23	6.972	Part
E	9	Topa	Mandu	126	Ramgarh	45.35	18.353	Part
F	10	Topa	Mandu	126	Ramgarh	14.58	5.900	Part
G	11	Orla	Mandu	126	Ramgarh	65.30	26.427	Part
H	12	Topa	Mandu	126	Ramgarh	16.35	6.617	Part
I	13	Banwar	Mandu	127	Ramgarh	0.70	0.283	Part
J	14	Banwar	Mandu	127	Ramgarh	70.10	28.369	Part
		Total Area = (Block – A+B+C+D+E+F+G+H+I+J)				780.67 acres (approx- imately)	315.931 hactares (approx- imately)	

Boundary Description :

Block- A		
A1-A2-A3-A4-A5-A6-A7-A8-A9-A10-A11-A12	-	Line starts from point 'A1', passes through points A2 to A12 and meets at starting point 'A1'.
Block- B		
B1-B2-B3-B4-B5	-	Line starts from point 'B1', passes through points B2 to B5 and meets at starting point 'B1'.
Block- C		
C1-C2-C3-C4	-	Line starts from point 'C1', passes through points C2 to C4 and meets at starting point 'C1'.
Block- D		
D1-D2-D3-D4-D5	-	Line starts from point 'D1', passes through points D2 to D5 and meets at starting point 'D1'.
Block- E		
E1-E2-E3	-	Line starts from point 'E1', passes through points E2 and E3 and meets at starting point 'E1'.
Block- F		
F1-F2-F3	-	Line starts from point 'F1', passes through points F2 and F3 and meets at starting point 'F1'.
Block- G		
G1-G2-G3	-	Line starts from point 'G1', passes through points G2 and G3 and meets at starting point 'G1'.
Block- H		
H1-H2-H3	-	Line starts from point 'H1', passes through points H2 and H3 and meets at starting point 'H1'.

Block- I		
I1-I2-I3	-	Line starts from point 'I-1', passes through points I-2 and I-3 and meets at starting point 'I-1'.
Block- J		
J1-J2-J3-J4-J5-J6	-	Line starts from point 'J1', passes through points J2 to J6 and meets at starting point 'J1'.

[F.No. 43015/3/2018-LA & IR]

R. S. SAROJ, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 13 जुलाई, 2018

का.आ. 1067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स वेस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 05/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.06.2018 को प्राप्त हुआ था।

[सं. एल-22013/01/2018-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th July, 2018

S.O. 1067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of M/s. Western Coalfield Ltd., and their workmen, received by the Central Government on 14.06.2018.

[No. L-22013/01/2018-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE SHRI S. S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/Apl./05/2014-15**

Date: 28.05.2018

- Party No. 1 (a)** : The CM-cum-MD, WCL,
Coal Estate, Civil Lines,
Nagpur.
- Party No. 1 (b)** : The Sub Area Manager,
New Majri U/G Sub Area,
At & PO: Shivaji Nagar,
Tehsil: Bhadrawati,
Distt. Chandrapur.
- Party No. 1 (c)** : Shri S. Acharyajee,
Chief Manager (E & M)/
Enquiry Officer, New Majri
U/G Sub Area, At & PO:
Shivaji Nagar, Distt.
Chandrapur.

V/s

Party No. 2 : Shri Pradeep Kumar S/o
Janardhan Bobde, Sr.
Overman, WCL, New Majri
Colliery Mine No. 3, Qtr. No.
A/316 Kuchna Complex of
WCL, At & PO: Kuchana,
Tehsil: Bhadrawati, Distt.
Chandrapur – 442503.

AWARD

(Dated: 28th May, 2018)

1. Petitioner filed an application under section 13-A of Industrial Employment (Standing orders) Act, 1946. After filing of the application, the parties were noticed to file their respective written statement and accordingly, the management of WCL, ("Party No. 1" in short) filed their written statement and petitioner filed rejoinder.

2. On the behalf of the petitioner, an application has been filed for withdrawal of the original application on 24.05.2018. No objection received on behalf of the management.

So, the application for withdrawal of the original application dated 24.05.2018 is allowed. Hence, it is ordered:-

ORDER

The application for withdrawal filed by the workman is allowed. The workman is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 13 जुलाई, 2018

का.आ. 1068.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 03/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.07.2018 को प्राप्त हुआ था।

[सं. एल-22012/81/2010-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 13th July, 2018

S.O. 1068.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L., and their workmen, received by the Central Government on 05.07.2018.

[No. L-22012/81/2010-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT : Shri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 03 OF 2011

PARTIES :

The management of Shyamsunderpur Colliery of M/s. ECL

v/s.

Shri Mukhlal Harijan & 3 others

REPRESENTATIVES :

For the Management : Shri P. K. Das, Learned Advocate

For the Union (Workmen) : Shri Sushil Banerjee, Union Representative

Industry : Coal

State : West Bengal

Dated : 25.06.2018

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter **No. L-22012/81/2010-IR (CM-II)** dated 15.12.2010 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Agent, Shyamsunderpur Colliery, Bankola Area of ECL in not paying attendance bonus along with monthly wage to Shri Mukhlal Harijan & 3 others for the idle period arising out of injury while on duty is justified? To what relief are the workmen entitled?”

1. Having received the Order **No. L-22012/81/2010-IR (CM-II)** dated 15.12.2010 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference Case No. **03 of 2011** was registered on 21.02.2011 / 09.12.2011. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. Case called out. Shri P. K. Das, learned advocate appeared on behalf of the management of Shyamsunderpur Colliery of M/s. Eastern Coalfields Limited but none appeared on behalf of the workmen Shri Mukhlal Harijan & 3 others.

3. On perusal of the case record I find that the Shri Sushil Banerjee, learned union representative of the union / workmen appeared before the Tribunal on 14.05.2015, after almost 5 years since the inception of this reference. Thereafter three adjournments were granted but neither the union nor any of the workman appeared before the Tribunal. It seems that the union / workmen are not at all interested to proceed with the case. It will not be wise to fix any further date to keep this reference pending without any fruitful result. As such the case is closed and accordingly a ‘**No Dispute Award**’ is hereby passed.

ORDER

Let an “Award” be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 13 जुलाई, 2018

का.आ. 1069.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इसको के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 04/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.07.2018 को प्राप्त हुआ था।

[सं. एल-22012/17/2009-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 13th July, 2018

S.O. 1069.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. IISCO, and their workmen, received by the Central Government on 05.07.2018.

[No. L-22012/17/2009-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL****PRESENT : Shri Pramod Kumar Mishra, Presiding Officer****REFERENCE NO. 04 OF 2010**

PARTIES :

The management of M/s. Rungta Projects Ltd. of M/s. IISCO &
 Ramnagar Colliery of M/s. IISCO
v/s.
 Colliery Mazdoor Union (INTUC)

REPRESENTATIVES :

For the Management : Shri Sanjay Kumar (M/s. Rungta Projects)
 Shri Pramod Kumar (Ramnagar Colliery)
 For the Union : Shri Sayantan Mukherjee, Learned Advocate

INDUSTRY : COAL/STEEL

STATE : WEST BENGAL

Dated : 19.06.2018

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter **NO. L-22012/17/2009-IR (CM-II)** dated 18.01.2010 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Colliery Mazdoor Union, as per annexure, raised before M/s. Rungta Projects Ltd., a contractor of M/s. IISCO, Ramnagar Colliery are legal and justified ? To what relief are the claimants entitled ? ”

1. Having received the Order **No. L-22012/17/2009-IR (CM-II)** dated 18.01.2010 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference Case No. **04 of 2010** was registered on 29.01.2010. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. Case called out. None of the parties are present.

3. On perusal of the case record I find that the case was fixed for filing evidence of the union on 10.03.2015. Since then 10 dates and about 2 years have been passed but the union has not filed any evidence. It seems that the union has no more interest left to proceed with the case further. As such I have no option left but to close the case. Hence the case is closed and accordingly a **‘No Dispute Award’** is hereby passed.

ORDER

Let an “Award” be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 13 जुलाई, 2018

का.आ. 1070.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 04/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.07.2018 को प्राप्त हुआ था।

[सं. एल-22012/77/2009-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 13th July, 2018

S.O. 1070.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L., and their workmen, received by the Central Government on 05.07.2018.

[No. L-22012/77/2009-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT : Shri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 04 OF 2011

PARTIES :

The management of Naba Kajora Colliery of M/s. ECL

v/s.

Shri Sarju Thakur

REPRESENTATIVES :

For the Management : Shri P. K. Das, Learned Advocate

For the Union (Workmen) : Shri Sushil Banerjee, Union Representative

INDUSTRY : COAL

STATE : WEST BENGAL

Dated : 26.06.2018

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter **No. L-22012/77/2009-IR (CM-II)** dated 07.01.2011 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Agent, 7 & 9 Pit Colliery, Kenda Area of M/s. ECL in not paying attendance bonus along with monthly wage to Shri Sarju Thakur, Driller for the idle period arising out of injury while on duty is justified? To what relief the workman is entitled to? ”

1. Having received the Order **No. L-22012/77/2009-IR (CM-II)** dated 07.01.2011 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference Case No. **04 of 2011** was registered on 07.02.2011 / 09.12.2011. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. Case called out. Both Parties are absent.

3. On perusal of the case record I find that the Shri Sushil Banerjee, learned union representative of the union / workman appeared before the Tribunal only once on 23.07.2013 out of 22 dates . This reference is of 2011. Since then almost 7 years has been elapsed but neither the union nor the workman has ever taken any step. Registered notices were issued on 14.12.2011, 30.09.2014, 19.12.2014 and 19.08.2015 but to no effect. Even the written statement has not been filed by the workman / union. It seems that the union / workmen are not at all interested to proceed with the case. Hence the case is closed and accordingly a ‘**No Dispute Award**’ is hereby passed.

ORDER

Let an “Award” be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 13 जुलाई, 2018

का.आ. 1071.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 21/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.07.2018 को प्राप्त हुआ था।

[सं. एल-22012/25/2010-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 13th July, 2018

S.O. 1071.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L., and their workmen, received by the Central Government on 05.07.2018.

[No. L-22012/25/2010-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT : Shri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 21 OF 2010

PARTIES :

The management of Naba Kajora Colliery of M/s. ECL

v/s.

Smt. Lilmuni Mejhain w/o Late Jagdish Majhi

REPRESENTATIVES :

For the Management : Shri P. K. Goswami, Learned Advocate

For the Union (Workman) : None

INDUSTRY : COAL

STATE : WEST BENGAL

Dated : 22.06.2018

A W A R D

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter **No. L-22012/25/2010-IR (CM-II)** dated 08.11.2010 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of M/s. ECL in not paying monetary compensation to the dependent Smt. Lilmuni Mejhain, W/o Late Jagdish Majhi, Ex. Clipman of Naba Kajora Colliery from the date of application dated 21.12.1999 is legal and justified? To what relief is the dependent concerned entitled and from which date? ”

1. Having received the Order **No. L-22012/25/2010-IR (CM-II)** dated 08.11.2010 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference Case No. **21 of 2010** was registered on 29.11.2010. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. Case called out. Shri P. K. Goswami, learned advocate appeared on behalf of the management of Naba Kajora Colliery of M/s. Eastern Coalfields Limited but none appeared on behalf of the Smt. Lilmuni Mejhian, w/o Late Jagdish Majhi, ex-workman.

3. On perusal of the case record I find that the union neither appeared nor took, any step from the very beginning. 1st Notice was issued to the union on 13.12.2011 and 14 dates were granted after that. 2nd Notice was issued on 24.05.2012 and 10 dates were granted after that. 3rd notice was issued to the union on 12.08.2014 and thereafter 5 dates have been granted. It is apparent from the record that the workman/union is not at all interested to proceed with the case further. Therefore I has no option left but to close the case. As such the case is closed and accordingly a 'No Dispute Award' is hereby passed.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एण्ड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, पटना के पंचाट [संदर्भ संख्या 01 (सी) ऑफ 2017] को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No. 01 (c) of 2017] of the Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure, in the industrial dispute between the management of State Bank of Bikaner & Jaipur and their workmen, received by the Central Government on 16.07.2018.

[No. L-12025/01/2018-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No. 01 (C) of 2017

Between The Regional Manager, State Bank of Bikaner & Jaipur, Regional Office, Opp. Kulharia Complex, Ashok Rajpath, Patna-800004 and their workman Sri Ramjee Prasad Bind, Vill.-Mahuabagh, P.O- Sorampur, P.S- Dulhin Bazar District- Patna.

For the management : None

For the workman : Sri B. Prasad, President, Bank Employees Federation, Bihar

Present : Vishweshwar Nath Mishra
Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, dt- 21st March, 2018

1. The present case has been filed u/s- 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of reinstatement in the service of the Bank as a peon / messenger with back wages and for regularization as a peon / messenger.

2. Matter was raised by the workman before the Regional Labour Commissioner (Central), Maurya Lok, Patna (for short RLC (C), who issued notice vide letter No.- 2/21/16-RLC dt- 30th March, 2016.

3. The workman has stated that the management terminated the services of the workman w.e.f. 05.04.2016 in violation of the provisions of section 33 of the Industrial Dispute Act and information of termination of services of the workman was given to the conciliation officer. As a period of more than 45 days elapsed with no sign of any settlement, the workman preferred to file an application before this tribunal as per the provision of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.

4. As per statement of claim in para-2, the workman has stated that he was orally appointed by the management of State Bank of Bikaner and Jaipur w.e.f. 27.09.1993 to discharge the duties of a peon / messenger at their Patna Main Branch situated at Ashok Raj Path, Patna.

5. On 01.11.2017 workman appeared and filed withdrawal petition. The evidence was recorded on the point of withdrawal petition filed by the workman.

W.W-1 Sri Ramjee Prasad Bind, the workman, himself has been examined and discharged.

6. From perusal of the record, it appears that workman filed a petition u/s- 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010, on the ground mentioned in the aforesaid claim petition. W.W-1 Sri Ramjee Prasad Bind has stated that same case has already been going before the CGIT No.-1 Dhanbad and for that reason he wants to withdraw the case before the Industrial Tribunal, Patna.

7. In view of the aforesaid, facts & circumstances of this case, I find that as the same dispute is pending before the CGIT-I Dhanbad for decision, the prayer of the workman to withdraw this I.D Case No.- 01 (C) of 2017 pending before this tribunal is hereby allowed. This being the situation it is held that presently there is “No Dispute” between the parties. Hence, I passed “No Dispute Award”. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

Dictated & Corrected by me.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ संख्या 12/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-12011/96/2014-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen, received by the Central Government on 16.07.2018.

[No. L-12011/96/2014-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 11th July, 2018

Reference: (CGITA) No. 12/2015

1. The Assistant General Manager,
Bank of India,
Ahmedabad Main Branch, Bhadra,
Ahmedabad (Gujarat)

2. The CMD,
Bank of India,
Star House, C-5, G Block,
BandraKurla Complex, Bandra (E),
Mumbai – 400051

...First Party

V/s

The Secretary,
New Gujarat Mazdoor Manch,
A/208, Raj Complex, Rajendra Park, Odhav,
Ahmedabad (Gujarat) – 382415

...Second Party

For the First Party No : Shri D.C. Gandhi Associates

For the Second Party : Shri Ashok Pandya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12011/96/2014–IR(B-II) dated 09.02.2015 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Assistant General Manager, Bank of India, Ahmedabad in dismissing the services of Shri B.P. Pandya, Staff Clerk, is justified? If not, to what relief the workman is entitled?”

1. The reference was received on 09.02.2015 from Ministry of Labour and Employment, New Delhi for adjudication. Both the parties were issued notice. In response to the notice issued to the parties, the second party union New Gujarat Mazdoor Manch submitted its statement of claim Ex. 3 on 23.02.2015 alleging that B.P. Pandya was an employee of the Bank of India, hereinafter referred to as “the bank” and the conditions pertaining to his services with the bank were governed by bi-partite settlement entered into by and between the management of various bank represented by Indian Bank Associations and All India Bank Employees Union signed under Section 2 (P) and 18(1) of the Industrial Disputes Act, 1957 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957 enacted from time to time. The first parties The Assistant General Manager, Bank of India, Ahmedabad Main Branch, Bhadra, Ahmedabad (Gujarat) and the CMD, Bank of India, Star House, C-5, G Block, BandraKurla Complex, Bandra (E), Mumbai, being officers of the nationalised bank accountable to Government of India, therefore, is the “State” within the meaning of Article 12 of the Constitution of India.

2. B.P. Pandya joined the first party bank as a Cash-cum-Accounts Clerk on 01.05.1972 and was lastly working as Cash Clerk at Ahmedabad Branch of Bank of India. He has been working sincerely and honestly but to the great shock and surprise to the workman wherein he was served with a charge sheet bearing no. AHD:PERS:1745 dated 25.03.1992 inter-relia alleging his collision in granting of loans in the year 1986 by the Manager, Bank of India, Krishi Bazar Branch, Rajkot which was secured by guarantor as well as the vehicles under mortgages. A regular departmental enquiry was ordered against the workman B.P. Pandya in the charge sheet annexure A by the Assistant General Manager, Ahmedabad (M) Branch being the Disciplinary Authority. One Shri Kishor Desai was appointed as Enquiry Officer. He submitted the enquiry report dated 12.09.1994 with the Disciplinary Authority on 01.10.1994 enclosed as annexure B. The Disciplinary Authority vide its letter dated 22.09.1994 send the provisional recommendations in respect of the charge sheet whether proved or not proved to the Chief Vigilance Officer, Head Office Mumbai for approval which enclosed as annexure C.

3. The Disciplinary Authority issued a show-cause punishment notice bearing no. AHD:PERS:1076 dated 26.11.1994 to workman B.P. Pandya enclosed as annexure D. Aggrieved by the show-cause punishment notice, the workman B.P. Pandya requested to furnish the copy of the report of the vigilance department from the Disciplinary Authority, same was turned out by the Disciplinary Authority, therefore, the workman B.P. Pandya moved an Special Civil Application No. 13570/1994 before the Hon’ble High Court of Gujarat to stay the departmental proceedings as the Disciplinary Authority obtained vigilance report from the Chief Vigilance Officer against the workman without furnishing him the copy of the said vigilance report. The Hon’ble High Court granted interim relief sought for and finally passed an order dated 09.03.1995 directing the respondent Bank of India to furnish the vigilance report to the petitioner workman Pandya so as to he may reply the punishment show cause notice. The order is annexed as annexure E.

4. The workman B.P. Pandya submitted a reply of punishment show cause notice along with a representation dated 27.05.1995 to the Disciplinary Authority but the Disciplinary Authority turned down the reply and representation and the Disciplinary Authority vide its letter no. AHD:PERS:451 dated 11.07.1995 annexure F by which the services of the

workman B.P. Pandya were dismissed without notice. B.P. Pandya being aggrieved of the dismissal order preferred an appeal dated 17.08.1995 in terms of Clause 19.14 of by-partite settlement before the appellate authority but the said appeal was also dismissed on 12.12.1996. The lieu of appeal and order are annexed as annexure G and H respectively.

5. The workman B.P. Pandya timed and again approached the then Employees Union to challenge the dismissal of his service from the bank and the Employees Union mislead him that his issue of dismissal of service has been taken up at the head office level, thus the matter could not be resolved. After realising the disgusting attitude of the service union and management, the workman approached the Assistant Labour Commissioner vide Industrial Disputes No. ALC/ADI/5(27)/2014. But the dispute by way of conciliation proceedings ended in failure, therefore, the Assistant Labour Commissioner framed the reference as detailed in the schedule at the top of the award and send to the Government of India/Ministry of Labour, New Delhi and the Government of India send the reference for adjudication vide Order No. L-12011/96/2014—IR(B-II) dated 09.02.2015 to this Tribunal, Ahmedabad (Gujarat).

6. The second party union alleged and clarified that the delay in raising the dispute is not occasioned, deliberately on accounts of negligence and mala-fide. There is no prescribe limit for the Government to exercise its powers in referring an Industrial Dispute for adjudication, as the Hon'ble Supreme Court in the matter of Kuldeep Singh V/s General Manager, Instrument Design held as under: "Law does not prescribe any time limit for the appropriate government to exercise its powers under Section 10 of the Industrial Disputes Act. If any Industrial Dispute exists or is apprehended, the appropriate government 'at any time' refers it to a board or court for enquiry. The reference sought by the workman cannot be said to be delayed or suffering from a lapse when law does not prescribe any period of limitation for raising a dispute under Section 10. Normally, the Government could not decline to make a reference for laches on the part of the workman. If adequate reasons are shown, the Government is bound to refer the dispute to the appropriate court or forum for adjudication."

7. The second party union has drawn the attention of the tribunal in the statement of claim that the Disciplinary Authority acted on the report of the Enquiry Officer as annexure B regarding its Page No. 35 concluding by the Enquiry Officer in the manner below:

"Charge No. 1: Proved except part of the charge for providing addresses of loan applicants and guarantors;

Charge No. 2: Not Proved;

Charge No. 3: Proved;

Charge No. 4: Quashed with benefit in favour of the employee in absence of any witness of the Charge 4;

Charge No. 5a: Not Proved;

Charge No. 5b: Not Proved;

Charge No.5c: Admitted by the employee but claimed outside the purview of misconduct as there is no provision in the bi-partite."

8. The Disciplinary Authority, after receiving the enquiry report from the Enquiry Officer, wrote a private and confidential letter no. AHD:PERS:VPW:825 dated 22.09.1994 to the Chief Vigilance Officer as annexure C and in its Para No. 4, 5 & 6, the Vigilance Officer gave its recommendations as under:

"4 On the basis of the entire enquiry proceedings, we give below our provisional recommendations as under, charge wise.

Charge	Proved/Not Proved	Our Recommendations
Charge No. 1	This charge is partly proved except the part of the charge for providing false addressed and bogus guarantors	As per Para No. 5
Charge No. 2	Not Proved	
Charge No. 3	Proved	As per Para No. 5
Charge No. 4	Not Proved since no witness came forward to give deposition before the Enquiry Officer relating to arranging Truck Loans from branches of other banks	
Charge No. 5a	Not Proved	

Charge No. 5b	Not Proved	
Charge No. 5c	Shri B.P. Pandya admitted the charge. However, the same would be out of the purview of misconduct as there are no provisions in bi-partite settlement for obtaining permission before standing as guarantor.	

5 Though only two charges out of five charges have been comprehensively proved showing the involvement of the concerned staff for arranging loans of the Transport Operators in collusion with the Ex-Manager of Krishi Bazar Branch (Shri H.V. Shah – since dismissed) and one outsider Shri C.B. Thakur, I am of the opinion that ends of justice will be met by awarding the punishment of dismissal from the bank's service. Further, there are no extenuating grounds for diluting the punishment proposed.

6 We hope you agree with us. However, please let us have your early approval in this regard."

9. The second party further alleged that the documents submitted by the Disciplinary Authority reveals that the Disciplinary Authority forwarded the enquiry report to the Chief Vigilance Officer for approval and to determine the quantum of punishment, thus it appears that the Disciplinary Authority has not acted as an independent authority in awarding the punishment. It is further alleged that the Disciplinary Authority issued a show cause punishment notice bearing no. AHD:PARS:3076 dated 26.11.1994 as annexure D showing the Charge No. 1 as partly proved in earlier punishment as annexure B and C but later it was shown as proved, thus it is fortifies from annexure D that the Disciplinary Authority was not acted as independent authority and was influenced by extraneous elements not acceptable as per the law settled by the apex court.

10. It is further alleged that the second party workman demanded the copy of the report of the Chief Vigilance Officer to reply the show cause punishment notice which was denied, therefore, the action taken was against the principles of natural justice, bias and prejudice on the part of the Disciplinary Authority.

11. It is further alleged that the conditions pertaining the services of B.P. Pandya with the bank were governed by the Bi-partite settlement entered into by and between the management of various banks represent by Indian Banks Association and All India Bank Employees Union, signed under Section 2(P) and 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes Central Rules, 1957 framed from time to time and Clause 19.14 of the Bi-partite settlement which laid down the procedure for appeal and its disposal. The Clause 19.14 of the Bi-partite settlement reproduced as under:

"19.14 The Chief Executive Officer or the Principal Officer in India, of a bank, or an alternate officer at the Head Officer or principal office appointed by him for the purpose, shall decide which officer(s) shall be empowered to hold enquiry and take disciplinary action in the case of each office or establishment. He shall also decide which officer or a body higher in status than the Officer authorised to take disciplinary action shall be empowered to deal with and dispose of any appeals against orders passed in disciplinary matters. The names of such officers or the body who are empowered to pass the original orders or hear and dispose of the appeal shall, from time to time, be published on the bank's notice board. Such appellate authority shall, if the employee concerned is so desirous, in a case of dismissal, hear him or his representatives before disposing of the appeal. In cases where hearing are not required, and appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and are requested for, such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing to the employee concerned."

12. It is further alleged that B.P. Pandya preferred an appeal dated 17.08.1995 against the punishment order no. AHD:PERS:451 dated 11.07.1995 which was turned down by appellate order no. ZO:IRD:1083 dated 12.12.1996 i.e. after a lapse of 17 months which is in utter violation of the Clause 19.14 of Bi-partite settlement which is binding to the appellate authority and its violation is unfair labour practices on the part of the appellate authority. Thus he has prayed for quashing and setting aside the punishment order no. AHD:PERS:451 dated 11.07.1995 inflating the punishment of dismissal and appellant order no. ZO:IRD:1083 dated 12.12.1996 and also the final punishment order of dismissal. He has further prayed for notional reinstatement with full back wages from the date of dismissal and also to order the payment of gratuity, encashment of leave and to sanction pension from the date of superannuation i.e. 26.04.2011.

13. The first party Bank of India submitted the written statement Ex. 6 raising the preliminary objections regarding the legality, validity and maintainability, including jurisdiction of the tribunal, of the reference, submitting that the Industrial

Disputes Amendment Act, 2010 has been brought into force w.e.f. 15.09.2010 which provides that the complaint or applications of any dispute regarding termination sought to be raised under Section 2 A (1) of the Industrial Disputes Act. By virtue of Sub-Section 2 of Section 2 A, the legislature has been overriding effect over the provisions contained in Sub-section 1 of Section 10 of the Act, thus the appropriate government has seized to have powers to refer industrial dispute under Section 2 A while exercising the powers delegated to it under Section 10 (1) of the Act. Under the amended provisions, an individual workman who is discharged, dismissed or retrenched or otherwise terminated can only make an application directly to the Labour Court or Tribunal for adjudication of the dispute after expiry of 45 days from the date such workman has made the application to the Conciliation Officer of the appropriate government for conciliation of the dispute and on receipt of such applications, the tribunal has jurisdiction to adjudicate upon it.

14. It is further submitted by the first party that the present reference is not legally maintainable in view of Section 2 A (3) of Industrial Disputes Act, 1947 as the dismissal order was passed on 11.07.1995 and the reference has moved after a expiry of 20 years. The provisions of Section 2 A (3) are reproduced as under:

“(3) The application referred to in Sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in Sub-section (1).” The first party has relied on Balwan Singh V/s Sahara India Pariwar, 2014 LLR, 357 Del and SwapnaAdhikari V/s State of West Bengal, 2014 LLR Page 498.

15. The aforesaid preliminary objections were objected by the second party vide objection Ex. 7 referring Kuldeep Singh V/s G.M. Instrument Design, AIR, 2011 SC, 455 which laid down the law as under: “Law does not prescribe any time limit for the appropriate government to exercise its powers under Section 10 of the Industrial Disputes Act. If any Industrial Dispute exists or is apprehended, the appropriate government ‘at any time’ refers it to a board or court for enquiry. The reference sought by the workman cannot be said to be delayed or suffering from a lapse when law does not prescribe any period of limitation for raising a dispute under Section 10. Normally, the Government could not decline to make a reference for laches on the part of the workman. If adequate reasons are shown, the Government is bound to refer the dispute to the appropriate court or forum for adjudication.”

16. The second party has also submitted by way of objection that the first party bank had surreptitiously narrating only Section 2 A (3) trying to misguide the tribunal the bare leading of the averments to the Section 2 A (3) which are as under:

“3. Section 2A of the principal Act shall be numbered as Sub-section (1) thereof and after Sub-section (1) as so numbered, the following Sub-sections shall be inserted, namely:-

(2)Notwithstanding anything contained in Section 10, any such workman as is specified in Sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of three months from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have power and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3)The application referred to in Sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in Sub-section (1).”

17. On the basis of the pleadings of both the parties, the following issues are to be decided:

- I. Whether the action of the management of Assistant General Manager, Bank of India, Ahmedabad in dismissing the services of Shri B.P. Pandya, Staff Clerk, is justified?
- II. To what relief, if any, the workman is entitled?

18. **Issue No. I & II:** Both the issues are interrelated, therefore, decided together. The burden of prove of these issues was lying on the second party union. The second party workman submitted his affidavit Ex. 11 reiterating the averments made in the statement of claim and in his cross-examination, he has admitted that he received a show cause notice 20 years ago which was replied by the union represented him. He attended the departmental enquiry through his union representative. The General Secretary of union represented him on each and every date. On each and every date of enquiry proceedings, the copy of the proceedings was given to him. It is also true that he examined some of the witnesses in the defence. He also submitted some documentary evidences before the Enquiry Officer.

19. The second party also examined one Bhavman Pushkarrai replying to the preliminary objections made by the first party.

20. The second party workman submitted the enquiry report dated 12.09.1994 Ex. 12/2. The enquiry report is admitted to both the parties and legality of the enquiry has also not been challenged. But the Charge No. 1 was shown as proved except part of the charge regarding providing addresses of the loan applicants alleged to be partly proved, the Charge No. 3 & 5 c were also alleged to be proved being admitted by the workman but the workman alleged that the Charge 5c was outside the purview of the misconduct as there was no such provision in the Bi-partite settlement. The Disciplinary Authority vide letter dated 22.09.1994 Ex. 12/3 gave its provisional recommendation charge wise and sought approval from the Chief Vigilance Officer and after receiving the recommendation of the Chief Vigilance Officer on the findings of the enquiry report charges wise issued a show cause punishment notice dated 20.11.1994 Ex. 12/4 stating that the Charge No. 1 is proved. The Disciplinary Authority treating the Charge No. 1 as fully proved in punishment order dated 11.07.1995 Ex. 12/6. From the perusal of the aforesaid documents, it is evidently clear from the sequence of the documents produced by the second party workman that the Disciplinary Authority wrongly treated the Charge No. 1 as fully proved. Thus Disciplinary Authority has not acted independently and has acted on the assessment and recommendations made by the Chief Vigilance Officer which violates the principals of natural justice and the action of the Disciplinary Authority suffer with the bias and prejudice. It is also evident from the record that the Disciplinary Authority imposed the punishment on the basis of the decision taken by the Chief Vigilance Officer while the Disciplinary Authority was supposed to take an independent view after assessing and considering the evidences and gravity of the charges levelled and proved against the workman. The punishment is liable to be set aside. The second party has further argued that the workman was serving as Clerk Cashier at Ahmedabad branch of the Bank of India while the alleged loans were processed, sanctioned and disbursed at Krishi Bazar Branch, Rajkot of Bank of India. These loans are to be disbursed after being processed, sanctioned and disbursed after verification, including pre-sanctioned inspection, processing and recommendation of loan proposal and also post-sanctioned inspection. It is noteworthy that the second party workman was not having any power or authority to be involved in the aforesaid process as being posted at Ahmedabad. It was not prudent on the part of the Manager of the Rajkot Branch to involve the second party workman in the aforesaid processes while disbursing the loans. It is also noteworthy that the alleged incident took place in the year 1986 while the second party was served with the charge sheet in the year 1992. The second party union has also argued that the workman preferred an appeal on 17.08.1995 before the appellate authority which was disposed of on 12.12.1996 after a period of 16 months being violative of the Clause 19.14 of the bi-partite settlement dated 19.10.1996 Ex. 12/9 as both the parties were governed by the aforesaid settlement. It is also argued that the appellant order in its Para 5 of Ex. 12/8 reveals that the second party was given the personal hearing on 16.11.1995.

21. The Clause 19.14 of the Bi-partite settlement dated 19.10.1996 provides as under: “19.14 The Chief Executive Officer or the Principal Officer in India, of a bank, or an alternate officer at the Head Office or principal office appointed by him for the purpose, shall decide which officer(s) shall be empowered to hold enquiry and take disciplinary action in the case of each office or establishment. He shall also decide which officer or a body higher in status than the Officer authorised to take disciplinary action shall be empowered to deal with and dispose of any appeals against orders passed in disciplinary matters. The names of such officers or the body who are empowered to pass the original orders or hear and dispose of the appeal shall, from time to time, be published on the bank's notice board. Such appellate authority shall, if the employee concerned is so desirous, in a case of dismissal, hear him or his representatives before disposing of the appeal. In cases where hearing are not required, and appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and are requested for, such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing to the employee concerned.”

22. The provisions of the aforesaid Clause reveals that the appeal is to be preferred within 45 days from the date of the communication of the punishment order and if the employee concerned desires a personal hearing then the appeal shall be disposed of within 2 months but in this case, the appeal has been disposed of after 16 months. Thus the appellate authority has unambiguously violated the provisions of Clause 19.14 of the Bi-partite settlement by not affording the workman personal hearing within one month from the date of the receipt of the appeal and also by not disposing of the appeal within one month from the date of the conclusion of such hearing. The allegations for not deciding the appeal within binding period has never been explained by the first party bank. This amounts to be unfair labour practice on the part of the first party. The appellate authority cannot condone delay as his own and therefore, in my specific view, the appellate order dated 12.12.1996 confirming punishment order dated 11.07.1995 is not tenable in the eyes of law.

23. The second party further argued that the first party time and again requested the tribunal for dismissal of the reference on the ground of delay and laches but it is a settled law that the tribunal is bound to answer the specific terms of reference made under Section 10 of the Industrial Disputes Act. In the present case, the reference was sent to the tribunal for consideration, therefore, the tribunal was bound to record its findings only to the extent as per the terms carved out in the reference and the tribunal has no scope to travel beyond the terms of reference sent to it for adjudication. It is also a settled law that the tribunal has no authority to adjudicate the dispute or matter which is not within the purview of the dispute referred to it by the order of reference, therefore, the argument of the first party has no force, hence liable to be rejected.

24. The second party further argued that it is undisputed from the charge sheet itself that the delinquent workman/employee was served in the charge sheet in the year 1992 for the alleged incidents of the year 1986 after a delay of 6 years.
25. The second party has further argued that the first party filed the affidavit Ex. 21 that the documentary evidences and proceedings are not available with the bank while being very important and necessary to establish the point of legality and validity of the enquiry proceedings conducted against the workman by leading oral and documentary evidences despite being in their possession. The second party filed number of documents vide list Ex. 28 including RTI application dated 02.06.2014 made to the first party bank wherein the second party sought documents pertaining to the departmental enquiry and its reply wherein the first party demanded Rs. 112/- as cost of the documents but it is surprising that the first party surreptitiously filed a false affidavit stating that the documents are not available which were vital in the matter. The said argument has force and is believable.
26. The first party advocate has argued that the departmental enquiry report was given to the second party vide show cause punishment notice dated 26.09.1994 served on him on 28.11.1994. The second party replied the notice vide letter dated 27.05.1995 and thereafter, the first party bank passed a punishment order dated 11.07.1995. The second party challenged the said punishment order before the appellate authority vide appeal dated 17.08.1995 and the appellate authority decided the appeal vide order dated 12.12.1996 passing the dismissal order against the workman. He has further argued that the reference is suffering with delay and laches and relied upon Sub-Divisional Engineering V/s Maroti Amratrao Bramhankar, 2017 LLR Page 851 Bombay, wherein it has been held that consequences of seeking reference after a period of 9 years in the matter of termination of service is not maintainable as being not an Industrial Dispute within the meaning of Section 2 K of the Act.
27. The first party further relied on Prabhakar V/s Joint Director, Sericulture Department, 2015 (III) CLR 237 SC, wherein the Hon'ble Supreme Court has held that the dispute raised over termination of service of the workman after a lapse of 14 years and the appropriate Government in such case has no jurisdiction or power to make a reference of a non-existing dispute because it is a well determined principle of jurisprudence that a right not exercise for a long time is not existent. Even when there is no limitation period prescribed by any statute relating to certain proceedings, in such case Courts have coined the doctrine of laches and delay and as well as doctrine of acquiescence and non-suited litigant who approached the court deliberately without any justified explanation for bringing the action after unreasonable delay.
28. The first party has also relied on U.P. State Road Transport Corporation V/s Vinod Kumar, 2008 (I) SC C L&S, wherein the apex court held that if the workman removed from service had challenged only the conclusions reached by the Enquiry Officer and the quantum of punishment but not the legality and fairness of the enquiry, in such case, Court or Tribunal could not examine the findings of the Enquiry Officer regarding the charges proved.
29. The first party has also relied on Management of Bharat Heavy Electric Ltd. V/s M. Mony, 2018 (2) LLR SC, wherein the apex court has held that if the enquiry held by the Enquiry Officer had confirmed to be legal and proper by the Labour Court, the power of the Labour Court or Tribunal is limited to decide dis-proportionality of quantum of punishment and the tribunal cannot enter into the factual merits of the case. He has further relied on Vinod Kumar-II V/s Presiding Officer, Labour Court, Agra, 2005 (3) CLR 1020 ALL., wherein the High Court has held that the burden of proof always lies on the party who raises the dispute. This ratio was also reiterated in Ganga Kisan Sahakari Chini Mills Ltd. V/s Jaibeer Singh, 2007 LLR 1260 SC.
30. The first party has also relied on Narang Latex and Dispersions Private Limited V/s S.P. Sohana, 1996 (3) LLN 737 Bom., wherein the Hon'ble High Court has held that burden of prove lies on the workman and not on the management where the workman has alleged the domestic enquiry as defected.
31. The first party has also relied on CMD United Commercial Bank V/s P.C. Kakkar, 2003 LLR SC 436, wherein the apex court has held that the interference in the punishment can only be made when the punishment awarded is shockingly dis-proportionate but the Tribunal can interfere into the punishment only when it records the reasons for reaching to such conclusion within the parameters of law.
32. The first party has also relied on Kalam Singh Morya V/s Jhabuadhar Kshetriya Gramin Bank, 2005 LLR 44 MP, wherein the Hon'ble High Court has held that if the charges of mis-appropriation and embezzlement and also manipulating and making false entries in the leisure of the bank are serious charges and punishment of dismissal cannot be said to be shockingly dis-proportionate and awarding lesser punishment would amount to causing injustice in the matter as it will not wipe out the gravity of misconduct pertaining to embezzlement and manipulation of account books.
33. The first party has also relied on Prankumar Col V/s Indian Overseas Bank, 2015 (4) LLM 359 Del., wherein the Hon'ble Delhi High Court has held that once the charge of lack of integrity of the workman is found to be established, removal from the service cannot be said to be dis-proportionate punishment.

34. The first party has also relied on *Usha BrecoMazdoorSangh V/s Management of Usha Breco Limited.*, 2008 (3) CLR 85 SC, wherein the apex court has held that the tribunal while considering the punishment has to examine gravity of misconduct or criminal law offence committed by the delinquent workman. Trade Union does not enjoy any immunity from being proceeding with a case of misconduct. The tribunal should not base its judgement on mere hypothesis or surmises.

35. The first party has also relied on *Gujarat State Law Transportation V/s Jamuna Gas Panchanabhai Ghilodia*, 2013 (136) FLR 973 Guj., wherein the Hon'ble High Court has held as under:

“Once it is proved that the respondent conductor had not issued tickets to several passengers, coupled with the fact that he had committed about 43 such defaults in the past, the Labour Court was not justified in reducing the penalty of dismissal, as imposed by the petitioner S.T. Corporation, to lowering the respondent in two stages in his basic pay. The powers under Section 11 A of the Industrial Disputes Act, 1947, are required to be exercised judiciously and not mechanically. In the instant case, the Labour Court, apparently, committed an error, while exercising the powers under Section 11 A of the Act, by reducing the penalty imposed on the respondent. Hence, the order of the Labour Court impugned in this petition cannot be sustained. “

36. The first party has also relied on *Branch Manager, Orissa AIR Products Pvt. Ltd. V/s State of Orissa*, 2017 LLR 296 Ori., wherein the Hon'ble High Court has held that interference with the dismissal order is permitted only when there is a prima-facie evidence of victimization and unfair labour practice.

37. The second party has relied on *State of Himachal Pradesh V/s Mahender Singh*, 2017 LLR 1256 Him., wherein the Hon'ble High Court has held that Labour Court or Tribunal is only bound to answer the terms of reference under Section 10 of the Industrial Disputes Act, 1947 and is not to decide any other issue including delay in raising the Industrial Dispute by the workman. The tribunal has no adjudication to adjudicate the matter which was not within the purview of the dispute actually referred to it by order of reference. Objections with regard to delay in raising the demand by the workman could be taken by the employer before framing of terms of reference. The High Court has a limited jurisdiction to re-appreciate the finding recorded by the tribunal.

38. The High Court of Gujarat in *Sanjeevni Hospital V/s Surat Labourer Union* in SCA No. 13522 of 2016 has held that the provisions of the limitation act do not apply to reference of an Industrial Dispute. The Tribunal or Labour Court should bear in mind that delay in raising dispute by the workman seems to be a lived dispute worth adjudication.

39. I considered the evidences and arguments of both the parties. The point raised by the first party that the dispute has been raised after a lapse of 20 years and by virtue of amendment made in the Section 2 A, the reference is not maintainable. This argument has no force because while framing the reference by the Labour Commissioner and the reference made by the union Government to this tribunal, the first party has not challenged the validity of the reference before the appropriate appellate authority.

40. It is true that the reference has been made after a period of 20 years and the legality of the enquiry has not been challenged by the workman but the whole reference reveals that the Disciplinary Authority has not applied his mind while awarding the punishment of dismissal. First the questioned loans were sanctioned by the Branch Manager of Krishi Bazar Branch of Bank of India at Rajkot while the workman was posted at Ahmedabad Branch of Bank of India as Cash Clerk who has no authority or power to play any role in the loan sanctioning process being posted at Ahmedabad. Second, the Disciplinary Authority instead of appreciating the Enquiry Report sent it to the Chief Vigilance Officer of Bank of India for making its comments and also taking decision as to whether which of the charges are proved. It is noteworthy that the Enquiry Officer found the Charge No. 1 as partly proved but the Chief Vigilance Officer took a decision that it is fully proved but no reasons had been recorded as to how the Charge No. 1 was fully proved. Third, the Chief Vigilance Officer recorded that the Charge No. 5 has been admitted by the workman. However it has been said by the Disciplinary Authority that it is out of the purview of misconduct as there were no provisions in Bi-partite Settlement for obtaining permission before standing as guarantor. Forth, the disciplinary authority has taken decision in awarding the penalty of dismissal on the recommendation of the Chief Vigilance Officer but it does not appear that he would have gone through the Enquiry Report and had he gone into the enquiry report, he would have recorded his reasons agreeing with the Chief Vigilance Officer which is not very much on record. Thus it can be said that the decision of penalty of dismissal appears to have been passed by the Chief Vigilance Officer who was not a disciplinary authority. Fifth, as per the terms of the Clause 19.14 of Bi-partite Settlement, the appeal was to be decided within 45 days and in case, the workman seeks an opportunity for personal hearing then the same ought to have been granted and decision of dismissal of appeal ought to have been taken within 60 days but in this case the appeal was decided and dismissed after a lapse of 16 months without giving the opportunity of hearing. Thus the whole process of awarding the penalty of dismissal and dismissal of appeal is violative of rules of the bank and Bi-partite agreement and also suffers with the bias and prejudice because there is nothing on record as to what evidence was taken into account to come to a conclusion that a bank employee who was not posted in the same branch, was involved in the fraud committed in the sanctioning of the loans.

41. The second party workman has already passed the age of superannuation, therefore, in the light of the discussions, order of reinstatement without back wages and with a lump-sum amount of Rs. 300000/- (Rupees Three Lac) in lieu of back wages would be equitable. The first party bank shall also pay permissible retirement benefits as on the date of his superannuation with continuity of service.

42. From the perusal of record, it is found that Bank filed a false affidavit that documents are not available and not traceable but gave the documents through RTI Application to second party. Thus the bank will be at liberty to initiate departmental proceedings against the bank employee who filed such false affidavit.

43. The award is passed accordingly in the reference. The first party bank is directed to execute the award and pay the aforesaid amount to the second party workman B.P. Pandya within 60 days from the publication of the award.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 04/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-12011/28/2017-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati as shown in the Annexure, in the industrial dispute between the management of United Bank of India and their workmen, received by the Central Government on 16.07.2018.

[No. L-12011/28/2017-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present : Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B.
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 04 of 2017

In the matter of an Industrial Dispute between :-

Sh. Madhab Ch. Bora, Ex-SWO-B, Tinsukia, Assam

...Claimant/ Workman

-Vrs-

United Bank of India, H.O., Kolkata & United Bank of India,
R.O. Dibrugarh, Assam

...O.Ps/Management

APPEARANCES :

For the Workmen. : Mr. B. Kakoti, Gen. Secretary, UBIEA.

For the Management. : Mr. S. Kumar, Sr. Manager (Law), U.B.I., Guwahati.

Date of Award: 01.06.2018.

AWARD

1. This Industrial Dispute between the workman Sri Madhab Chandra Bora, Ex-SWO-B, United Bank of India, Tinsukia and the management of United Bank of India was referred to this Tribunal by the appropriate Government vide Notification dated 19.05.2017 with the following schedule.

SCHEDULE

“Whether the action of the GM (Resource Management), United Bank of India, Head Office, 11, Hemantabasu Sarani, Kolkata-700001 in rejecting the application of the workman Shri Madhab Chandra

Bora, Ex-SWO-B, United Bank of India, Margherita Branch, PO & Distt. Tinsukia, 786125 for second option for pension submitted on 17.08.2010 is legal and justified? If not, what relief the workman is entitled to and from which date?"

2. On receipt of the Notification, notices were issued to the parties and both sides appeared and submitted their respective written statements. The case of the workman is as under.

3. On 02.05.1991 the workman joined in the services of the Bank and in response to the second option for pension he submitted his option for pension to the Bank on 17.08.2010 but the same was rejected by the competent authority of the Bank on 06.05.2014. He further stated that the management rejected his prayer for pension on the ground that he had already been compulsory retired from service on 09.08.2010 subsequent to Disciplinary Proceeding against him. The workman mentioned that he received the letter of compulsory retirement on 02.09.2010 and he was paid salaries and allowances by the Bank up-to 31.08.2010 which means that at the time of his submission of second option for pension he was in the service of the Bank. The workman was released from the Branch after close of business hour on 2nd September, 2010 and was paid his salary upto 31.08.2010. He further stated that he had deposited 2.8 times on arrear payment on 26.07.2010 which was pre-requisite to be eligible for 2nd option for pension. According to the workman the management arbitrarily and illegally rejected his prayer for pension. The workman prayed for directing the management to grant him pension as per 2nd option submitted by him.

4. The management submitted their objection stating that the reference is misconceived and the workman was not eligible to get pension and accordingly the management rejected his prayer. It was further stated that in the year 2010 a complaint was received by the Bank against the workman regarding fraudulent withdrawal of Rs.81,000/- from the S.B. Account No.147311 from the Bank at Duliajan Branch and the complaint was filed by the account holders. Thereafter a disciplinary proceeding was initiated against the workman and he was found guilty and after the conclusion of the disciplinary proceeding he was imposed punishment of compulsory retirement with superannuation benefits. It is further stated that while in service the workman did not opt for the pension under the Pension Regulations, 1995 and remained covered by the Contributory Provident Fund Scheme as per his choice and his second option for pension was submitted after his compulsory retirement on 09.08.2010. It was also stated that the Pension was introduced in the Banking Industry in the year 1995 with effect from 01.11.93 for those employees who were in the service of the Bank as on 29.09.95 and those who have retired from service with effect from 01.01.86. The above Pension Regulation was framed and implemented on the basis of Memorandum of Settlement dated 29.10.93 arrived at between IBA on behalf of the management of Banks and Unions of Workmen Employees. After coming into effect of the aforesaid regulation, the employees were given a chance to opt for Pension in lieu of contributory Provident Fund Scheme post retirement. At that time some of the employees opted for Pension and some did not opt. Subsequently on the demand of the workmen Association one more chance for option was given to the employees on the basis of an agreement dated 27.04.2010. It was further stated that after termination and receipt of consequential benefits as per punishment imposed by disciplinary authority on 09.08.2010 the workman submitted his option for pension on 17.08.2010 meaning thereby that he submitted his option after he ceased to be an employee of the Bank. The management denied that the workman continued his service till 02.09.2010 as alleged by him. It was also stated that the settlement dated 27.04.2010 did not provide for second option for this category of employees whose services had been terminated by way of punishment after Disciplinary Proceeding. In brief, the Bank asserted that before the date of his compulsory retirement no option for pension was submitted by him and as such he was disqualified and accordingly his prayer for pension was rejected.

5. The workman side examined one Sri Biswajit Kakoti, the Secretary, UBEA who was aware of the facts and circumstances of the case. In his examination-in-chief he described in brief about the service of the workman Madhab Chandra Bora and also stated that the Disciplinary Authority in the Bank vide order dated 09.08.2010 imposed a penalty of compulsory retirement with superannuation benefits i.e. Pension and P.F. and Gratuity as would be due otherwise under the Rules and Regulation prevailing at the relevant time and without disqualification from future employment to the concerned workman. He further stated that the order of punishment of compulsory retirement was served upon the concerned workman on 02.09.2010 and the concerned workman submitted his option for pension prior to that date. He further stated that the workman submitted his application for 2nd pension option 17.8.2010. He further stated that in terms of circular dated 15.06.2010, Margherita Branch deducted an amount of Rs.49560/- being 2.8 times of the pay for the month of November, 2007 from the arrear payment of the concerned workman along with other staff members of the Branch which was necessary for pension. He further stated that the concerned workman was eligible to exercise another pension as per settlement dated 27.04.2010 and the circular issued by the Bank on 16.08.2010. But surprisingly the bank management rejected his application submitted on 17.08.2010 as invalid as the concerned workman was compulsorily retired and was not eligible to opt for pension under second option. He also stated that on 17.08.2010 the concerned workman was very much in service and he was paid salaries by the Bank upto 31.08.2010 and hence he was eligible to get pension as per the second option exercised by him.

6. The witness categorically stated during his cross-examination that on the date of submission of second option on 17.08.2010 he was in service. The concerned part of the cross-examination is as under:

“It is a fact that on the day of the submission of option for Pension Scheme for the second time the concerned workman was in the service of the Bank and he submitted the application on 17.8.2010. It is a fact that the letter

of termination of service upon the workman was dated 9.8.2010 but the same was served upon the workman on 02.09.2010.”

7. Management side also examined one witness namely Jawahar Lal Makhija, who is the Chief Manager (Admn), United Bank of India, Guwahati Region . He stated that the concerned workman was compulsorily retired on 09.08.2010 and hence, he was ineligible for 2nd option of Pension. He narrated the service condition of the workman who are governed by the bipartite settlement between the management of the Bank and the Union. In the examination-in-chief the witness stated that the workman submitted his second option for pension after his compulsory retirement on 17.08.2010 and since he was not in the service of the Bank on the date of submitting 2nd option for pension and since he was compulsorily retired he was ineligible for pension through 2nd option. During cross-examination the witness, however, admitted that the punishment order of compulsory retirement to the workman Sri Madhab Chandra Bora was delivered by the concerned Officer on 02.09.2010. He further admitted that upto that date the concerned workman might have been working in office. He also stated that the concerned workman got his salary through his account till the date of effect of the order and as per Bank Account the concerned workman Sri Madhab Chandra Bora got his salary from the Bank upto 31.8.2010.

8. During argument the Secretary of the Association appearing for the workman stated that it was a clear cut case where the concerned workman submitted his 2nd option for pension while he was in the service of the Bank and the punishment of the compulsory retirement was imposed upon him after he had already exercised the second option for pension. He further stated that the workman is entitled to get his pension through his 2nd option along with the interest for the delay in making payment by the Bank.

9. The management side on their behalf, apart from verbal argument, submitted a petition No.104/18 and stated that there have been some development in regard to the liability of Pension for those employees who were compulsorily retired and he referred to a Circular on 2nd option for Pension for compulsorily retired Officers/Employees issued by Indian Banks' Association. He further stated the Bank will now consider the 2nd option for Pension who were compulsorily retired. He also stated that the aforesaid Circular of the IBA was issued in view of the order dated passed by the Hon'ble Supreme Court in SLP(C) No.19917/17.

10. It is now absolutely clear from the aforesaid Circular issued by the Indian Banks' Association that Bank would now consider the 2nd option for Pension exercised by those employees who were compulsorily retired. However, the present case appears to be a little different on the factual context in as much as the concerned workman admittedly served in the Bank upto 02.09.2010 and was admittedly paid salary and other allowance by the Bank upto 31.08.2010. There is also no dispute in respect of the fact that 2nd option for pension was submitted by the concerned workman on 17.08.2010 i.e. before he was compulsorily retired. Hence, his 2nd option for Pension could not have been treated as an option for Pension submitted by an employee who had been compulsorily retired. He submitted his 2nd option for Pension before compulsory retirement was made effective. He, therefore, was clearly eligible to get Pension if he was otherwise qualified to receive Pension from the Bank. In the fact there was absolutely nothing to show that compulsorily retired employees are not eligible to receive pension from the Bank. In view of the above it appears to me that Bank Authority was not at all justified in rejecting his petition/2nd option for Pension on an assumed ground that he was already compulsorily retired. The workman exercised his 2nd option for pension on 17.08.2010 while he was still in services of the Bank. Hence, the concerned workman Sri Madhab Chandra Bora is eligible to get Pension and the action of the management of the Bank in rejecting the 2nd option for Pension submitted on 17.08.2010 was illegal and unjustified.

11. The management of the Bank is, therefore, directed to release the Pension to the concerned workman as per his eligibility with effect from the date of his superannuation subject to terms and conditions prevalent in the Bank. This reference, accordingly, stands disposed of with the Award as indicated above. The management of the concerned Bank shall implement the Award within 60 days from the date of the receipt of the copy of this Award.

Given under my hand and seal of this Tribunal on this 1st day of June, 2018 at Guwahati.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 86/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-38011/1/2012-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Paradip Port Trust and their workmen, received by the Central Government on 16.07.2018.

[No. L-38011/1/2012-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 86/2012

Date of Passing Award – 21st May, 2018

Between :

The Chairman,
Paradip Port Trust,
Dist. Jagatsinghpur, Orissa – 754 142

...1st Party-Management

(And)

The General Secretary,
Utkal Port & Dock Workers Union,
Brundaban Housing Complex,
Paradip Port, H-17, Paradip Port Trust,
Paradipt, Dist. Jagatsinghpur, Odisha-754 42

...2nd Party-Union

Appearances :

Shri Sriman N. Mishra, Secretary, Mgt. Committee ... For the 1st Party-Management

Shri B.N. Moharana, General Secretary ... For the 2nd Party-Union

AWARD

The Government of India, Ministry of Labour vide its letter No. L-38011/1/2012 – IR(B-II), dated 26.09.2012 in exercising its authority conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short “The Act”) have referred for an adjudication of the following dispute namely- “Whether the action of the Management Committee of Paradip Port Trust in not paying the wages to the provisionally registered workers as per Para-21(b) of CFH Scheme, 1994 is legal and justified? If not, what relief the 176 workers working for last 17 years and doing the similar type of work with that of regular C.F.&H Scheme workers are entitled to?”

2. The case of the 2nd party-Union as revealed from its statement of claim is that as per the direction of the Hon’ble Apex Court the 1st Party-Management has implemented a Scheme known as “Paradip Port Clearing, Forwarding & Handling Workers (Regulation of Employment) Scheme, 1994 (hereinafter is to be referred as “The C.F.&H Scheme”) with an object to ensure greater regularity in employment for clearing, forwarding and handling workers and that adequate number of clearing, forwarding and handling workers are available for the official performance of clearing, forwarding and handling work. The scope of the Scheme is to provide clearing, forwarding and handling workers at the prescribed rates to the listed employers for clearing, forwarding and handling operation in the notified area of the Port. As per the Scheme when there is shortage of workers, people experienced in the line shall be taken on temporary or provisional basis for the work as per the terms and conditions to be specified by the Management Committee, who is in charge of the implementation of the Scheme. It is the claim of the 2nd Party-Union that there are 1479 workers in five different groups employed in the port on regular roll under the said Scheme. Apart from those workers 176 workers involved in the present dispute are also being employed provisionally from the year 1996 under the said Scheme and performing the same duty on rotation basis like the regular workers. The source and manner of the recruitment as well as the hours of work and nature of works performed by these workers are equal and identical with that of regular workers employed under the Scheme. They are also subject to same disciplinary rules. But, there is a lot of discrimination in their wages and service conditions in comparison to the wages and service allowances extended to a regular worker. The regular workers are getting a pay scale with D.A., H.R., medical allowance, off-days and holiday wages, incentives etc.

whereas, the disputant workers are extended minimum wages applicable to a mazdoor without any benefit of wages for off days and holiday wages, H.R. and some other benefits given to the regular workers enlisted under the scheme. According to the 2nd party-Union as per clause 21(b) of the C.F&H Scheme the workers registered provisionally are also entitled to the same wages applicable to a C.F&H worker in the Scheme. Denying equal pay for equal work is also a violation of the principle of equality enshrined in Article 14 of the Constitution. The Scheme does not provide any provision by which the wages and service allowances of a regular worker will be different than the wages and allowances applicable to a provisional worker. There is also no qualification prescribed for the workman employed under the C.F. & H Scheme either on regular or casual basis. The sources and the manner of recruitment of both groups of workers are same and all of them are performing same and similar duties on rotation basis. Therefore, a claim has been put-forth by the 2nd party-Union for payment of wages to the disputant workers equivalent to the wages applicable to a provisional C.F&H worker as prescribed in clause 21(b) of the Scheme, 1994.

3. On being noticed the 1st Party-Management has contested the claim filing its written statement through Secretary, Management Committee, Paradip Port Trust. The 1st Party-Management has resisted the claim taking a stand that the disputant workmen are never registered nor enlisted provisionally as C.F&H workers under the Scheme of 1994 and as such their status cannot be equated with the status of either an enlisted C.F&H worker or provisionally registered C.F&H worker under the Scheme. The Scheme came into existence with effect from 27th May, 1994 pursuant to the order of the Hon'ble Apex Court and recommendations of the High Power Committee constituted by the Hon'ble Court to ensure greater regularity in employment for C.F&H workers and also that adequate numbers of C.F&H workers are available for efficient performance of C.F&H work. There were 1479 C.F&H workers under a private pool before the Scheme came into force and as per the recommendation of the H.P.C. as well as keeping in view the provisions of the Scheme those erstwhile C.F&H workers were taken and enlisted under the Scheme. The C.F&H agents (the employers) furnished a further list of 176 workers out of a group of 332 to the Management Committee in the month of March, 1996 so that additional requirement of workers can be met. It is the case of the Management that the Management Committee unanimously decided in its meeting dated 7.3.1996 to engage the above listed 176 workers (disputants) purely on casual basis to carry on the day to day work as there was additional requirement of workers due to manual Coal Handling Operation at that time. It was decided by the Committee at that time that the disputant workers would be offered booking purely on casual basis and no such worker shall have any right or claim for regular employment on the basis of such casual engagement. As per the Scheme and decision of the Management Committee the enlisted C.F&H workers are entitled to receive wages in form of pay scale, D.A., H.R., medical allowance, off-days and holidays wages, incentive. The C.F&H workers enlisted provisionally are also entitled to the above wages and benefits as per clause Para 21(b) of the Scheme. The disputant workers are not covered by the provision of Clause 21(b) of the Scheme as they are not registered provisionally under the Scheme. They are being booked as casual worker to meet the additional requirement and as such they are entitled to receive minimum wages and service benefits being applicable to a mazdoor. Their nature of work and responsibility is not similar to that of a regular C.F&H worker. They are being engaged on casual basis and as such they cannot be equated with the regular C.F&H workers for purpose of maintaining parity in their wage structure. Further stand has been taken that due to introduction of mechanization of C.F&H work in coal handling as well as in other sector there would be no work load in C.F&H work for engagement of such additional casual worker. The Management Committee has considered the erstwhile C.F&H pool workers as old workers working in C.F. operation inside the port and therefore, a scale of wage is applicable to them considering their length of service. They are also provided with annual increments. The disputants had never raised such an issue of equal pay for equal work or applicability of the clause 21(b) of the Scheme when they were engaged on casual basis fifteen years back. When the original listed C.F&H workers are not getting full engagement, the casual workers are required to be disengaged first. Despite all adverse situation the disputant workmen are paid incentive and medical allowances and some other benefits as provided to a Mazdoor. Thus, the Management has vehemently opposed the claim.

4. On the aforesaid pleadings of the parties the only issue for adjudication is whether pursuant to the provision in clause 21(b) of the Scheme, 1994 the disputant workmen numbering 176 are entitled to the same wages applicable to the C.F&H workers registered provisionally under the Scheme.

5. Both the sides have adduced oral as well as documentary evidence in support of their respective claim. The 2nd party-Union has examined Shri Trinath Harichandan and Shri B.N. Moharana and filed documents like copy of the C.F.H Scheme, 1994, copy of the High Power Committee, copy of the agenda item No. 1(1)/85-86 proceeding of the meeting No. 10/95-96, copy of the office order dated 8.7.2014 of the Secretary, Management Committee, copy of the representations of the workman dated 31.10.2010 and 25.11.2010 and copy of the wage slip of 125 group and 332 groups which are marked as Ext.- 1 to Ext.- 6 to establish its claim. On the other hand the 1st Party-Management has examined the Secretary of the Management Committee and relied upon documents like copy of the Para 15.20 of the H.P.C. report, copy of the proceedings of the Management Committee dated 3.1.1996, 9.2.1996 and 7.3.1996, copy of Para 15.26 of H.P.C. report, copy of the proceedings dated 14.3.2009, copy of the order dated 19.1.2011 passed by the Hon'ble High Court of Orissa in O.J.C. No. 6746/1998, copy of the letter dated 22.3.2016 of the Ministry of Shipping, Govt. of India, copy of the Agreement dated 5.5.2016 and copy of the order dated 21.12.2016 passed by the Hon'ble High Court of Orissa in O.J.C. No. 6746/1998 marked as Ext.-A to Ext.-H.

6. It is the pleading and contention of the 2nd party-Union that the disputant workmen numbering 176, being provisional C.F&H worker as described in Clause 21(b) of the Scheme, 1994 and doing the same work and working for the same hour like that of enlisted C.F&H worker, are entitled to equal wages and service benefits that is being availed by an enlisted C.F&H worker. In that view of the matter it is to be determined (i) whether the disputant workmen are provisionally enlisted C.F&H workers and (ii) whether on the principle of equal work and equal pay they are entitled to receive wages and service benefits which are being extended to an enlisted C.F&H worker.

On a mere reading of the statements filed by both the parties it is emerging that the disputant workmen are not enlisted as C.F & H workers under the Scheme, 1994 and their engagement for the work of C.F&H is purely temporary and need basis to meet the additional requirement of C.F&H work. In the above aspect W.W.-1 has categorically stated in his cross examination that they were not provided with any “form” issued by the Management Committee for their enrolment to work under the Scheme. It is also admitted by him that workers under the Scheme are working from the year 1984 initially under a private pool, whereas, the disputants started working under the Management Committee from March, 1996 onwards. Though, it has been claimed by the disputant that they have been provisionally registered/enlisted as a worker under the Scheme, no document is filed in support of such contention. Clause 23 of the scheme 1994 (which is marked as Ext.-1) provides that every worker under the C.F&H Scheme shall be supplied with (i) registration card (ii) attendance card (iii) wage card and (iv) medical card in the forms prescribed by the Chairman of the Management Committee. No such form issued by the Management Committee is filed to establish that the disputants are registered/enlisted as C.F&H worker provisionally. On the other hand, it has been categorically mentioned in Para-15.20 of the recommendation of the High Power Committee (Ext.-2) that the committee was not inclined to consider the demand of 332 workers for meeting additional requirements under the proposed scheme. It is not out of place to mention here that the disputant belonged to the group of those 332 workmen. The recommendations of the High Power Committee have made an elaborate discussion as to how the C.F&H workers are to be enlisted under the Scheme. M.W.-1 has categorically deposed that none of the disputant workmen is ever registered provisionally as a C.F&H worker under the Scheme. According to him the disputants are engaged on casual basis to do C.F&H work whenever there is an additional requirement for such engagement. Such statement of M.W.-1 is not seriously controverted or challenged by the 2nd party-Union. Further, the judgement dated 22.11.2016 of the Hon’ble High Court of Orissa, arising out of a series of Writ petitions including O.J.C. No. 6746/1998 clearly reveals that some of the disputant workmen moved the Hon’ble High Court for their inclusion under the Scheme of 1994 and their claim has been rejected by the Hon’ble Court except the claim of the stand-by workers. None of the disputant is stated to be a stand-by worker. Having regard to the above facts and circumstances emerging from the pleadings and evidence of the parties it can be safely be said that the disputants are not provisionally registered C.F&H worker as mentioned or described in Clause 21(b) of the Scheme of 1994 and they are booked as casual worker to do the work of C.F&H when it is necessary to meet the additional work of C.F&H.

8. The next question arises for consideration is whether the disputants are doing the same work as that of an enlisted C.F&H worker and thereby they are entitled to receive the wages and service benefits which is extended to an enlisted C.F&H worker on the principle of “equal pay for equal work”. In this regard the statement of W.W.-1 in his examination in chief and facts emerging from the cross examination of M.W.-1 are very vital. It has been categorically stated by W.W.-1 that a higher scale of wages is applicable to a C.F&H worker under the Scheme. Besides, they are getting D.A., House Rent Allowance, medical allowance, off-days and holidays wages and incentive allowance for which total wages paid to an enlisted C.F&H worker is much higher than the total wages paid to the disputant workmen despite the fact of their engagement in the C.F&H work for last fifteen years and the fact that they are doing the same work as that of an enlisted C.F&H worker. It has been categorically stated by him that the hours of work and nature of their work including the source and manner of recruitment are identical to that of an enlisted C.F&H worker. According to him there is no prescribed qualification for an enlisted C.F&H worker so also a worker engaged by the Management Committee on the basis of additional requirement. It is also stated by him that workers of both the groups are guided by the said disciplinary rules. The above version is not seriously challenged by the Management. Moreover, M.W.-1 has admitted in his cross examination that the Scheme of 1994 does not provide any authority to the Management Committee to discriminate the workers enlisted under the scheme and the workers engaged casually. The duty hour of the disputant workmen and their nature of work are identical to that of the C.F&H workers. Thus, it appears from the pleadings and evidence as discussed above that though a registered C.F&H worker and a casual worker are performing same work for same hour in a day they are not being paid same wages and allowances inspite of the fact that both the group are working under the same Management Committee and they are subjected to same disciplinary rule. Besides, there is no prescribed qualification for the workers of both the group. The only criteria for a differential wages is that one of the group is enlisted under the scheme whereas the disputants workmen are temporary and casual worker.

9. Keeping in view the provisions of Section 21(b) of the Scheme of 1994 which provides the worker registered provisionally shall be entitled to same wages which is applicable to a C.F&H worker under the scheme and the principle of equal pay for equal work it has been contended by the 2nd party-Union that the Management is duty bound to pay the wages and allowances in the scale of wages and allowances applicable to a C.F&H worker. It seems that the Management is not willing to accept the contention merely on the ground that the disputant workers are not regularly

engaged and their engagement depends upon the additional requirement of C.F&H works. Besides, status of a C.F&H registered worker cannot be equated with the status of a casual worker booked for as an additional requirement. But, the above contention is not sufficient to deny equal pay for equal work. Law is well settled that the principle of equal pay for equal work can be enforced, if the claiming persons satisfy the Court/Tribunal that not only is the nature of work identical, but in all other respects also, they belongs to a same class and there is no apparent reason to treat “equals as unequals”. Rather it has been settled by the Hon’ble Apex Court that equal pay for equal works is a fundamental right because it is a concomitant of Article 14 of the Constitution. However, the Court pointed out that equal pay must depend upon the nature of work done and it may not be judged by the mere volume of the work, there may be qualitative difference as regards the reliability and responsibility; while the functions may be the same, the responsibilities would make a different. In the case at hand there is nothing substantial from which it can be inferred that a C.F&H enlisted worker is performing his duty with much reliability and responsibility than that of a casual worker. The Hon’ble Apex Court has deprecated the classification of employees into regularly recruited employees and casual employees for the purpose of paying less than the minimum wage payable to employees in the corresponding regular cadres particularly in the lowest rung in the department, where the pay scales were the least. Applying the principle of equal pay for equal work it has been settled that a daily wager, if he is discharging the similar duties as those in regular employment of the Government, should at least be entitled to receive the minimum of pay scale though he may not be entitled to any increment or any other allowance i.e. permissible to his counter-part in the government. It has been contended on behalf of the 1st Party-Management during the argument that C.F&H workers were enlisted under the Scheme as per the recommendation of the H.P.C. and they being old workers of the Management Committee as well as by virtue of their seniority they are getting higher pay scale, D.A. H.R., medical allowance etc. whereas the disputant are paid minimum wages in the pay scale applicable to mazdoors.

Thus, it is not in dispute that a differential scale of wages is being applied to the disputant workmen than the scale of wages applied to C.F&H workmen inspite of the fact that both the workers are doing the same work for the same hour in a day under the same disciplinary rule. It is not the case of the Management that casual worker did not possess the qualification prescribed for an enlisted worker or their source of engagement is different. The only thing emerging in favour of the Management is that an enlisted C.F&H worker are getting higher wages due to their seniority and for the length of years in their job. As per the settled principle persons discharging identical duties cannot be treated differently in the matter of their pay. But, there is certain exception in which there can be a deviation of the principle. In the case of State of U.P. –versus- J.P. Chawrasia 1989 SCC 121 the Hon’ble Apex Court have set out that the classification can be based on some qualities or characteristics of persons grouped together and not in others left out. Those qualities or characteristics must have a reasonable relation to the object to be achieved. In service matters, merit or experience could be the proper basis for classification to promote efficiency. It cannot be denied that quality of work performed by persons of longer experience is superior to the work of new comers. Higher pay scale to avoid stagnation for lack of promotional avenue is common in carrier service. Entitlement to higher pay scales depends upon seniority-cum-merit or merit-cum-seniority. The differentiation so made in the same cadre will not amount to discrimination. Classification based on experience is a classification having a rational nexus with the object thereof. Keeping in view the above principle it can be said that if an enlisted C.F&H worker is getting higher wage scale due to his seniority, experience and length of service, a casual worker being employed temporarily cannot claim the same scale of wage by virtue of the fact that he was engaged temporarily or casually for so many years. But, if it is held that he is discharging similar duties as those engaged on regular basis would be entitled to draw his wages at the minimum of the pay scale drawn by his counter-part appointed on regular basis. In the case of Daily rated casual labour –versus- Union of India, (1988) 1 SCC 122 the Hon’ble Apex Court held that the Government could not deny a temporary employee, at least the minimum wage being paid to an employee in the corresponding regular cadre along with dearness allowance and additional dearness allowance as well as all other benefits which are being extended to regular workers. Similarly, in the case of State of Punjab –versus- Debendra Singh (1998) 9 SCC 595 the Hon’ble Court held that daily wagers were entitled to be placed in the minimum of pay scale of regular employees working against the same post and the above direction was issued after accepting that the employee concerned were doing the same work as regular incumbents holding the same posts by applying the principle of “equal pay for equal work”. In the above back-drops the disputant workmen, if engaged temporarily or casually on the ground of additional requirement cannot be denied the minimum scale of wage and service benefits which is extended to an enlist C.F&H worker.

For the reasons discussed above it cannot be held that the action of the Management Committee in not paying wages to the disputant workmen as per Para 21(b) of C.F&H Scheme of 1994 is illegal or unjustified as the disputant workers are not provisionally registered C.F&H worker. However, the disputants are entitled to receive minimum scale of wages prescribed for a C.F&H worker under the Scheme and service benefits thereon i.e. all other allowances given to an enlisted C.F&H worker.

The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, कानपुर (उ.प्र.) के पंचाट (संदर्भ संख्या 14/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-12011/79/2013-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 16.07.2018.

[No. L-12011/79/2013-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Present : Sri Shubhendra Kumar, HJS

Industrial Dispute No. 14/2014

Between :

The District Secretary,
U.P. Bank of Baroda Employees Union,
Kanpur Unit, C/o Bank of Baroda,
Birhana Road,
Kanpur . 208001.

AND

The Deputy General Manager,
Bank of Baroda, Kanpur,
Regional Office,
Gumti No. 5,
Kanpur (U.P.)-208012.

AWARD

1. Central Government, Mol, New Delhi vide notification no L-12011/79/2013-IR (B-II) dated 13.01.14 has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Bank of Baroda, Kanpur regarding no payment of overtime allowances to 41 members (list enclosed as annexure 3 of claim of union dated 26.06.13) for attending duties /Boot Camp on 27.02.11 (Sunday) is legal and justified? What relief the concerned workmen are entitled?
3. The case of the union in short is that the service conditions of bank employees are governed by the provisions of First Bipartite Settlement dated 19.10.66 of which paragraph no. 14.15 prescribe and made it clear that for the work done on Sundays or any other weekly off day and holidays to which he may be entitled a workman (including a peon who is asked to work as watchman on such days) will be paid for the entire period of work at 200% of his hourly emoluments, unless any such day happens to be a working day for him. The management bank issued an office order ordering the staff members of certain branches of the bank in Kanpur to make themselves present on Sunday 27.02.11 at 10 a.m. at City Club, G.T. Road, Kanpur and on Sunday 08.04.12 at 10.00 a.m. at Kanha Continental. The workmen staff to which the above mentioned provisions are applicable remained present at the above places from 10.00 a.m. to 5.00 p.m. under the close control supervision and guidance of superior officers of the bank. Similarly the bank authorities of the bank ordered staff members to make themselves present at 6.00 p.m. after working hours on 11.07.12 at Bhagya Raj Banquet Hall Shastri Nagar. The Staff members remained present at Bhagya Raj Banquet Hall from 6.00 p.m. to 9.30 p.m. It is further alleged that it was mandatory upon the management to have make the payment of overtime according to the provisions of the

settlement and when it was not done then the Secretary of the Union made representation before the management demanding the payment of over time for the above period in respect of 41 workers who remained present under the order of the authorities of the bank and as the issue on the point stands settled as per provisions of the settlement now the only point is to quantify the amount liable to be paid to the worker by way of over time for their presence at the place directed by the bank.

4. Lastly it is prayed that the authorities of the bank be directed to make payment of overtime to 41 workers under the provisions of the settlement.
5. Management filed written statement alleging therein that the union without any authority and by abusing the process of law has raised the present dispute which is not tenable in the eye of law. Material facts have been suppressed by the union in the claim petition as none of the member of the union on whose behalf the present claim has been filed has ever performed any work at the given time and place as alleged by the Union. The union has no locus standi to raise the present claim and the present matter is not an industrial dispute and the union has completely failed to establish that any of its members have performed official duty on the date mentioned by them entitling them for payment of overtime. The bank had never issued any order to the concerned employees as mentioned in the claim petition for performing over time duty at the relevant point of time hence question of making payment of overtime does not arise at all in the present case. On merit it is pleaded by the management that since these are training and developmental programmes conducted for the betterment of the staff members and the staff members are not required to perform any duties and functions of their cadre, hence question of making payment of overtime does not arise in the facts and circumstances of the case. With regard to attending the Boot Camp on 27.02.11, as pleaded by the union in this context it is pleaded by the bank that the bank had never issued any office order to concerned employees for performing overtime duty at the relevant point of time nor any concrete evidence about duties performed by concerned employees were placed on the record. Hence the claim brought by the union is unfounded and as such is not maintainable in the eye of law and is liable to be rejected.
6. The Union also filed rejoinder in the case where in nothing new is pleaded except reiterating the facts already pleaded by them in the claim petition.
7. Union has examined w.w.1 Aditya Kumar Awasthi and W.W.2 Rajesh Kumar Srivastava in support of the claim On behalf of the management M.W.1 Aranyak Battacharya, Manager (HR) of the management has been examined.
8. Union has filed copy of reference order dated 13.01.14 annexure-1, Provision with regard to the payment of overtime, annexure-2, Office order dated 08.04.12, annexure -3, office order dated 7.7.12, annexure-4, Vipin Rao, District Secretary for payment of overtime, annexure-6, along with list.
9. Besides this w.w.2 Rajesh Kumar Srivastava has filed letter of ALC, Kanpur paper no.15/2, raising dispute before ALC by union paper no. 15/3-4, letter of management dated 7.7.12 paper no. 15/5, Office Order dated 08.04.17 paper no. 15/6, List of 41 workers, 15/7 and letter sent to DGM by distt. Secretary for payment of overtime dated 26.04.11 which is paper no. 15/8.
10. I have heard the arguments of both parties at length and have also perused the records.
11. Authorized representative for the union contends that 41 members of the union under the order of management have attended training on 27.02.11 being Sunday but they were not given overtime allowance.
12. Authorized representative for the management in reply argued that firstly union has failed to prove that 41 members of the union under the order of the management has attended the training programme and in his alternate plea he has contended that these type of training and development programmes are conducted for the development of the staff and in such training programmes staff members are not required to perform any duties of their cadre. As such question does not arise for payment of overtime and has further contended that the bank has never issued any such office order to the concerned employees for attending Boot Camp on 27.02.11.
13. From the perusal of records it appears that management has denied for allotment of concerned employees to perform duties as per their cadre. Moreover, no worker has filed any certificate that they have attended training programme. In his cross examination M.W.1 Sri Bhattacharya stated that no office order was issued on 27.02.11 and has also stated that training is not part of duty as employees do not perform any official work in training programme and it is for the betterment of the workers.
14. In this connection w.w.1 Sri Aditya Kumar Awasthi has stated that a total no. of 41 employees participated in the Boot Camp training and remained present there from 10.00 a.m. to 5.00 pm. He has stated in his cross examination that on behalf of union Secretary Sri B P Rao has not filed his affidavit in evidence.
15. In his cross examination he has stated that the order of the management for attending training on 27.02.11 is with the management. On 27.02.11 attendance of 41 workers was taken by management. Bank has not passed any

order separately for payment of overtime. Besides this W.W.2 Rajesh Kumar Srivastava has also been examined who has stated in his cross examination that he is one of the employee who has attended the training on 27.02.11 and he is not District Secretary of the Union. Attendance was taken by the management.

16. One of the most important aspect is that in this case union is a party through district Secretary but District Secretary himself has not contested the matter nor he has examined himself on behalf of the union and after filing the statement of claim he disappeared. Therefore, this case has not been contested by the union but only two workers have examined themselves.
17. Secondly, Union have filed copy of another order, annexure-3, to the claim petition which is passed by the management for directing workers to attend training programme on 08.04.12. It reveals that had there been any training programme on 27.02.11, there must have been office order which worker failed to file and also worker did not take any steps for summoning the office order of the management for attending training on 27.02.11 as well as attendance sheet which may show that workers attended the training programme on 27.02.11
18. In view of above findings tribunal is of the opinion that the union have failed to prove its case and the union therefore, is not entitled to get any relief.
19. Reference is therefore, answered against the Union and in favor of the management.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर (उ.प्र.) के पंचाट (संदर्भ संख्या 26/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-12011/27/2017-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 16.07.2018.

[No. L-12011/27/2017-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE SHRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. No. 26 of 2017

Between :

The General Secretary,
Central Bank Employees Congress(U.P.),
MIG, C-241, Rajajipuram,
Lucknow.

And

1. The Regional Manager,
Central Bank of India,
Regional Office, Pandu Nagar,
Kanpur.
2. The Chairman & Managing Director,
Central Bank of India,
Central Office, Chandermukhi Bldg.,
Nariman Point,
MUMBAI-400012.

AWARD

1. Central Govt, MOL, vide notification no. L-12011/27/2017- IR (B-II) dated 18.05.2017 has referred the following Industrial Dispute to this Tribunal for adjudication.
2. “Whether the action of the management of Central Bank of India, Kanpur over the issue of non-payment of ex-gratia in lieu of compassionate appointment to Mrs. Shikha Agnihotri D/o Late Sudha Shukla is just, fair and legal? If not, to what relief the applicant concerned is entitled to?”
3. In the instant case after receipt of reference from the Ministry on 29.05.2017 several notices were issued to the union for filing its claim petition in the case. Last one such notice that was sent from this Tribunal at the address of the Union is dated 27.03.2018 which is reported to have received in the office undelivered with the postal remark that at the given address no such person is residing. In this case dates of hearing of the case as fixed by this Tribunal is 28.07.17, 20.10.2017, 19.01.2018, 23.03.2018, 25.05.2018 and 21.06.2018 but no one appeared in the case from the side of union nor is the claim petition filed.
4. Under the facts and circumstances of the case it is very much clear that neither the union nor the worker is interested to prosecute their case therefore the reference is bound to be answered against the union and in favor of management for want of pleadings and proof.
5. Reference as such is decided accordingly.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 91/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-12012/62/2003-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen, received by the Central Government on 16.07.2018.

[No. L-12012/62/2003-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

PRESENT : Rakesh Kumar, Presiding Officer

I.D. No. 91/2003

Ref.No. L-12012/62/2003 IR(B-II) dated 15.09.2003

BETWEEN :

Sri Saheb Lal Yadav S/o Sri Ghuran Yadav,
Village Malukpur, P.O. Bishunupur,
Jaunpur (U.P.)

AND

1. The Asstt. General Manager,
Union Bank of India
Nodal Regional Office, Kapurthala Complex,
Aliganj, Lucknow-226020

AWARD

1. By order No. L-12012/62/2003-IR(B-II) dated 15.09.2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Saheb Lal Yadav S/o Sh. Ghuran Yadav, Jaunpur and the Asstt. General Manager, Union Bank of India, Lucknow for adjudication.
2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF UNION BANK OF INDIA IN TERMINATING SHRI SAHEB LAL YADAV S/O SHRI GHURAN YADAV FROM THE SERVICES w.e.f. 01.08.2002 IS LEGAL AND JUSTIFIED? IF NOT, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”
3. The workmen in their claim statement W-5 dated 02.01.2004, the petitioner workman has stated in brief that he was engaged as Waterman cum Peon in Shahganj branch Jaunpur of the Union Bank of India w.e.f. 10.01.1997, no appointment letter was issued to him, but he was engaged by the then Branch Manager Shri B.B. Mittal on oral orders. The workman has submitted that he was being paid Rs.20/- per day through cash voucher which was enhanced to Rs.35/- per day, w.e.f. 01.05.2001, all the payments were made on monthly basis through cash vouchers and its record can be verified from the concerned branch of the bank. It has further been asserted that the aforesaid post was permanent and perennial in nature and he has worked continuously without any break for more than five years and six months, until his termination.
4. The petitioner has alleged that after his termination, the opposite party bank has appointed Shri Shahid Hasan S/o Shri Zahir Ahmad in the same manner as he was appointed against the same post. It has also been pleaded in the claim statement that most of the payments were paid to the workman in his own name, duly received by him by putting his signatures on the reverse of the cash voucher but few payments were made to him in other imaginary names by adopting unfair labour practice with malafide intention to create artificial break in the service of the petitioner so as to deprive him from the benefits provided under the I.D. Act.
5. It has further been asserted that the workman has worked for more than full working hours daily, w.e.f. 9 A.M to 6 P.M. except on Saturday, the working hours for Saturday were from 9 A.M, to 3 P.M., and he was denied the payments for Sundays although he was fully entitled as per legal provisions. The petitioner has stated that he has performed the duties of a Peon viz. serving drinking water to the staff and out door duties as well, as per the directions of the employer, more over he has also performed sweeping work in the bank whenever the permanent/part time sweeper was on leave, for which payment has been made by the opposite party through petty cash vouchers and for out door duties conveyance and labour charges were also paid from time to time. The petitioner has emphasized that he had continuously worked upto 31.07.2002 at Shahganj branch distt. Jaunpur without any break with full satisfaction of his superiors and officers of the bank but all of a sudden his services were terminated on 01.08.2002 without assigning any reason on the verbal instructions of the Branch Manager, before his termination the mandatory provisions of the I.D. Act, were not followed and the said termination is void-ab-initio. Malafide intention, unfair labour practice and use of colourable exercise of powers has also been alleged in the claim statement.
6. With the aforesaid averments request has been made by the petitioner to declare the termination order of the workman w.e.f. 01.08.2002 as illegal and unjustified. Request has been made for his reinstatement with all consequential benefits including back wages and expenses of the case etc.
7. Certain documents annexed with the list W-6 have been filed by the workman.
8. The management in its written statement M-13, has denied the allegations leveled by the workman, and has submitted in brief that no appointment of Peon or Sub Staff can be made without following the Rules and guidelines, and the Branch Manager can not legally employ any sub staff. The opposite party has stated that the petitioner has never performed duties as alleged and there is no post of Waterman-cum-Peon in the said branch. Several pronouncements of Hon'ble Supreme Court and Hon'ble High Courts have been pleaded in the written statement. As per the documents submitted by the petitioner he was an employee of some other agency and it indicates his malafide and contrary false statement. Since the petitioner was never appointed in the bank in any capacity, therefore, no question of issuing any appointment letter arises.
9. The opposite party has further asserted that no person viz. Sh. Sahid Hassan was ever appointed by the said branch, facts mentioned in the claim statement are false, irrelevant and concocted. The petitioner does not fall under the perview of the definition of “Workman” as envisaged in the I.D. Act.
10. With the above pleadings request has been made by the management to adjudicate the matter against the petitioner.

11. As per list M-14 certain documents have been filed by the management.
12. With strong denial of the counter allegations/averments made in the written statement by the management, rejoinder W-18 dated 13.09.2004 has been filed by the workman, reiterating the pleas taken in earlier claim statement.
13. On behalf of the petitioner witnesses Sri Kripa Shanker, Sri Dilip Kr. Singh and the petitioner himself have filed their affidavits. They have been thoroughly cross examined on behalf of the management.
14. The management has filed affidavit of Sri A.K. Singh, Manager, Union Bank of India and Sri P.K. Srivastava, another Branch Manager.
15. Both the witness have been cross examined on behalf of the workman.
16. Arguments of the Learned Authorized Representatives of both the parties, have been heard at length and record has been scanned thoroughly.
17. On behalf of the workman, it has been pleaded that he was appointed by the then Branch Manager of the bank on 10.01.1997 and has continuously worked there without any break, with full satisfaction of his superior officers for more than five years but abruptly without assigning any reason his services were terminated w.e.f. 01.08.2002. The management with strong denial of the facts mentioned in the claim statement has asserted that the Branch Manager could never appoint any Sub Staff, and for recruitment of the Sub-Staff or the Peon, established Rules and guidelines have to be followed. The management has further submitted that contrary plea has been taken by the petitioner which is inconsistent with the documents produced by him.
18. Following citations have been referred on behalf of the workman;
 1. 2006 (108) FLR, 213 SC R.M.Yellatti vs Asstt. Executive Engineer.
 2. AIR 2009 SC, 2205 M/s P.V.K. Distillery Ltd. vs Mahendra Ram.
 3. 2010 (125) FLR 187, SC, Krishan Singh vs Executive Engineer, Haryana State Agricultural Marketing Board, Rohtak (Haryana).
 4. C.A. No. 3478/2010, Anoop Sharma vs Ex. Engineer, Public Health Div. I, Panipat, Judgement dated 09.04.2010, Hon'ble SC.
 5. 2010 (124) FLR 700 SC, Harjinder Singh vs Punjab State Warehousing Corporation.
 6. 2000 (84) FLR page 162 National Engineering Industries Ltd. vs State of Rajasthan.
 7. 1983 SCC (L&S) 510 S.K.Verma vs Mahesh Chandra.
 8. AIR 2009 SC 2205 P.V.K. Distillery Ltd. Vs Mahendra Ram.
 9. 2008 (5) ALJ 571 Sstate of U.P. vs Presiding Officer, Labour Court, U.JP., Agra & Ans.
19. Learned AR for the management submits that the aforesaid citations are not applicable in the context of present dispute.
20. Reliance has been placed on the following Rulings by the learned AR for the management:
 1. 1997, Lab. I.C., 2075, Hon'ble SC, H.K.Vidyarthi vs State of Bihar.
 2. LLR, 2004, 522, Madurai District Central Cooperative Bank vs PO, Labour Court, Hon'ble Madras High Court.
 3. 2004(1) LLJ, 980 State of UP vs Rajendra Prasad, Hon'ble Allahabad High Court.
21. Learned AR for the workman asserts that the above Rulings are not relevant, looking into the facts of the present case.
22. The applicant Sri S.L.Yadav in his cross examination dated 10.11.2008 has submitted that no appointment letter was received by him but it was sent to the RO and Mumbai office. No such so called appointment letter has been filed by the petitioner before this Court. In his cross-examination he has denied that he had been working under the subordination of some Sri Rajesh, owner of the Generator and he was on contract with the bank. The management has filed paper no. M-49 dated 20.01.2002, annexed with the affidavit of the Branch Manager Sri P.K. Srivastava, wherein it has been shown that Sri S.L. Yadav S/o Sri Bhuran Yadav was an employee of M/s Rajesh Electrical and was being paid Rs.80/- per day as daily wages. Similar other documents have also been annexed with this

application. The documents annexed with list W-6 and filed by the petitioner, have not been duly proved before this Court.

23. Workman witness Sri Kripa Shankar in his cross examination dated 02.04.07 has alleged that some Mr. Agrawal had told him that he would not be able to disburse the salary in the name of Sri S.L. Yadav, and he was offered to receive salary on behalf of Sri S.L. Yadav, for which he did not agree and never received any sum. Another witness Sri D.K. Singh, adduced on behalf of the petitioner, in his cross examination has admitted that M/s Rajesh Electrical, used to avail the services of Sri S.L. Yadav for operating the Generator. On page 3 of the cross examination witness Sri D.K. Singh has asserted that the sum of Rs.100/- per month was being paid to Sri S. L. Yadav on behalf of Staff Canteen of the Bank.
24. Sri P.K. Srivastava, Branch Manager, in his cross examination dated 25.05.2011 on being confronted with the documents annexed with affidavit W-31 of the petitioner, has asserted that voucher No. 31/3 to 31/7, although appearing to be bank documents, do not bear any P.A. number which is essential, he has also further replied that the concerned original documents should have been kept safely in the bank.
25. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the oral termination order and to prove the termination was illegal. In Range Forest Officer vs S.T.Hadimani (2002) 3 SCC 25 Hon'ble Apex Court has observed as under;

“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”

26. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in R.M. Yelliatti & Asstt. Executive Engineer, 2006 (108) F.L.R. 213 as follow;

“It is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however made it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management.”

27. On comparative analysis and scrutiny of the documentary as well as oral evidence of both the parties available on record, it is evident that perhaps the petitioner was working with M/s Rajesh Electricals, but it has not been established with cogent evidence that he was being paid by the opposite party bank, for the alleged services rendered by him.
28. After having heard the intellect argument of both the learned ARs of the parties on perusal of the record, in the light of the pronouncement of Hon'ble Supreme Court and Hon'ble High Courts, it is inferred that the so called action of the management in terminating the services of the petitioner w.e.f. 01.08.2002 can not be adjudicated as illegal or unjustified, and the petitioner has miserably failed to prove his case before this Court, therefore he is not entitled to any relief.
29. Award as above.

LUCKNOW
28.05.2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, कानपुर (उ.प्र.) के पंचाट (संदर्भ संख्या 22/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-12012/17/2002-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 16.07.2018.

[No. L-12012/17/2002-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE SHRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, KANPUR

I. D. No. 22 of 2012

Between :

Shri Manoj Kumar Sahu,
S/o Sri Chhote Lal Sahu,
Mohalla 331 Ajitapura,
LALITPURA (UP)-284403

AND

The Regional Manager,
Punjab National Bank,
Regional office,
Jhansi (UP).

AWARD

1. Central Government, MOL, New Delhi vide notification no. L-12012/17/2002-IR (B.II) dated 19.03.12 has referred the following Industrial Dispute to this Tribunal for adjudication.
2. "Whether the action of the management of Punjab National Bank in terminating the service of the Sri Manoj Kumar Sahu w.e.f 19.11.94 is legal and justified? What relief the workman concerned is entitled to."
3. In short the case of the worker Manoj Kumar Sahu is that while he was in search of employment, he approached the manager Punjab National Bank, Lalitpur Branch and the manager of the Bank was pleased to offer employment to the worker as temporary peon on 18.04.93. In the course of the employment he was required to perform all the duties as assigned on the post of peon for the full hours. Even sometimes he has to work more than prescribed hours of work. It is further alleged that at Lalitpur Branch there were 3 permanent peons and the Branch used to take clerical work from them with the result that the services of worker were utilized for full day. He was not paid prescribed salary of peon instead he was paid salary of Rs. 15/- per day excluding Sundays and Holidays through payment vouchers. Worker was also utilized to distribute banks Daks. Despite the work and behavior of the worker was quite satisfactory during the period 18.04.93 to 19.11.94 still his services were dispensed with by the Bank without complying with the mandatory provisions of the Act. Worker made several representations to the higher authorities of the Bank for taking him back in the employment but worker did not received any response from the Bank. Then the PNB staff association took up the matter of the worker in the Industrial Relation Meetings and during the course of the meeting the Bank got recorded that the matter will be investigated by the Bank but nothing was done by the Bank. The PNB Staff Association again took up the matter of the worker in the next IRM meeting held on 07.03.2001 and the matter of worker is recorded as agenda no. 13 in which there is specific version recorded in the meeting held on 07.03.2001 that there is no record available in the Branch hence no case is made out and the matter will be examined in the light of photocopies of the records furnished by the association. In view of the above it is alleged by the worker that the action of the Bank in

terminating the service of the worker is illegal and unjustified being in breach of section 25F of the ID Act and he is entitled to be reinstated in the service of the bank with full back wages and continuity of the service.

4. The Bank filed its reply alleging there in that the worker Manoj Kumar Sahu was never appointed by the Bank but his service were taken for cleaning the Bank premises on casual basis in the leave gap arrangement in the absence of part time sweeper for which worker was compensated by paying Rs 15/- per day. It is also denied that worker had ever discharged his duty for whole day as claimed by him. The appropriate government by order dated 18.06.2002 refused to refer the dispute for adjudication. Aggrieved with the said order worker filed writ petition no. 32844/2003 before Hon'ble Allahabad High Court and the said writ petition was dismissed by the Hon'ble High Court on 25.07.2008 against which worker had filed the special appeal no. 1180/2008 before the Division Bench of the Hon'ble Court where vide order dated 07.02.2012 Hon'ble High Court has directed the authority concerned to refer the dispute to the appropriate Labor Court within the period of one month from the date of the order and under these circumstances the present dispute was referred to this Tribunal by the appropriate government. As worker was never appointed in the Bank therefore there is no question of his termination from the service.
5. On merit of the case it is pleaded that the engagement of the worker was made in leave gap arrangement in the absence of part time sweeper for cleaning the Branch premises for which he was compensated at Rs 15/-per day. Sri Sahu is not a workman as defined in section 2(s) of the Act and it is also wrong to allege that worker was ever required to perform the duty of peon at any point of time. The Bank was never indulged in any unfair labor practice. It is also denied that worker during the period 18.4.93 to 19.11.94 had worked continuously and the case of worker is fully covered under the provisions of Section 2(o)(bb) of the Act as such worker is not entitled for benefits provided under section 25F of the Act.
6. Bank has also denied the relief of reinstatement with full back wages as sought by worker on the ground that claim of the worker is vague, baseless and being devoid of merit. Lastly Bank has prayed that the claim of the worker is liable to be rejected.
7. Worker has also filed rejoinder where in nothing new has been pleaded except reiterating the facts pleaded by him in his claim petition.
8. Worker Manoj Kumar Sahu has examined himself as WW1 and in his support WW2 Jagannath Prasad Dixit has been examined. On behalf of management MW1 Suresh Kumar has been examined.
9. Worker has filed date wise receiving payment from 18/19.04.93 to 19.12.94 prepared by himself showing his working as 429 days which is not signed by any officer of the Bank. Worker has also filed documents through list 11/3-4, copy of statement of payment for the period 18.04.93 to 19.11.93, paper no. 11/15-16 list prepared by worker himself, copy of minutes of meetings dated 07.12.2000 between management and PNB Staff Association, paper no. 11/22-26, copy of minutes of Regional IRM held on 07.03.2000, paper no. 11/27-30, copy of letter of AGS of PNB Staff Association dated 10.10.2000, paper no. 11/31-32, copy of worker's letter dated 23.07.2001 addressed to ALC Kanpur, paper no. 11/33-37, copy of salary sheet showing payment to worker for the months of June, July, September, October and November, paper no. 11/17-21, certified copy of CMWP no. 32844 of 2003 with its enclosure, paper no. 11/6-55, copy of relevant page of Dak delivery book filed before ALC Kanpur, paper no.11/56-92 and copy of judgment of Hon'ble High Court, paper no. 11/93-98.
10. Worker has summoned various documents which are payment vouchers for the dates mentioned in enclosed Annexure-A, expense register of Lalitpur Branch for the period of 18.04.93 to 19.11.94, original copy of salary bill, original copy of Dak delivery Book, copy of Dak book of the Branch showing amount of salary paid to worker for the period of 18.04.93 to 19.11.94 which were allowed by the Court on which Ashish Kumar Tiwari was directed to search the documents who has submitted his report that documents are not available on which one Manoj Kumar Sharma officer of the Bank has filed his affidavit that the documents in question are very old pertaining to the year 93-94 could not be traced and hence cannot be filed before this Tribunal and the Tribunal has passed the order to take necessary inference at appropriate stage. Management has not filed any documents.
11. I have heard the parties representative and have perused the records.
12. Authorized representative for the worker has contended that the worker was appointed as temporary peon and was paid salary at Rs.15/- per day. He continued to work for more than 240 days continuously till 19.11.94 the date on which his services were terminated. As against it the contention of the authorized representative for the management is that the worker was never appointed as temporary peon rather he was engaged against stop gap arrangement to clean the branch premises on casual basis for which he was paid Rs.15/- per day. As he was engaged in leave vacancy and his engagement came to end on the joining of regular employee and there was as such no question of termination of his service arises.
13. Worker Manoj Kumar Sahu has given his affidavit in evidence stating that he had worked with the management and has completed more than 240 days of service and without giving him any notice, notice pay and retrenchment

compensation his services were terminated on 20.11.94 and during his service period Prakash Raikwar and Rajesh Kumar Vishwakarma were appointed in the regular service by the bank as daily wager.

14. In his cross examination he has stated that he has filed the case in the year 2001 for his reemployment and to regularize his services. He could not file it earlier as his father was sick from 1994 to 2001. He was not given any appointment letter. He has admitted that three permanent peons were working in the bank but they were doing the work of clerk. He admitted that in support of his case he has filed his salary bills which are paper no. 11/17-21. He has filed paper no. 11/15-16 to show that he had worked for 240 days which is not the paper of the bank and he has copied it from the expenditure register of the bank. He has not filed any paper to prove that Prakash Raikwar and Rajesh Kumar were appointed against regular vacancy. He has also deposed that in the salary register paper no. 11/17-21 it is wrongly typed that he was working in place of some other employee.
15. W.W.2 Sri Jagannath Prasad Dixit has also been examined in support of worker who has stated in his cross examination that he had not seen any appointment letter in favor of worker. He used to come in the branch for withdrawal of money where he has seen the worker doing the bank work in the branch.
16. On behalf of management Sri Suresh Kumar has been examined as M.W.1 who has filed his affidavit stated that Sri Manoj Kumar has never been appointed by the bank and local dak was never delivered by the worker and documents in this regard placed by the worker in which he has deliberately mentioned his name. He has never worked continuously for more than 240 days. He has moved application for summoning the documents from the management which was allowed but as the documents were not available affidavit was filed by the competent officer of the bank.
17. In his cross examination he has stated that the worker was engaged in leave vacancy of part time sweepers and he was given the wages for the days for which he worked against leave vacancy.
18. It is also contended by the auth. Representative for the worker that in the Regional I.R.M. for Jhansi Region held on 07.12.2000, worker's case was taken up for discussion and worker has filed the minutes of it which are paper no. 11/22-26 wherein at agenda no.15 the matter was left for investigation with regard to the permanent absorption of the worker and in the meeting held on 07.03.01 of which minutes are filed which are paper no. 11/27-30 where at agenda no.13 for permanent absorption of worker it was held that there is no record available in the branch hence no case is made out. The matter will be examined in the light of the photocopies furnished. Besides the worker has also filed copies of Dak Delivery register which is paper no. 11/60-92 wherein in different hand writings the name of worker is mentioned which is not the practice in bank as stated by the management witness.
19. The most important document on which worker is relying his case is copies of salary bill which are paper no. 11/17-21 through which worker was paid salary from June, July, Sept, October 1993 and in the column names of employee name of worker Manoj Kumar is written with the note that he is working in the vacancy of part time sweeper.
20. Therefore, from the above discussions, the tribunal is of the view that the worker has failed to prove that he was appointed as peon and also failed to prove that he has worked as casual labor continuously for more than 240 days preceding 12 months from the date of his termination but on the other hand worker was engaged some times against leave vacancy of Part time sweeper for which he was paid his wages for the days for which he has worked and his engagement automatically came to an end by efflux of time.
21. Hence there cannot be any question of his termination from the service of the bank.
22. Therefore, reference is decided against the worker and in favor of the management and the worker is held entitled to no relief.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 16 जुलाई, 2018

का.आ. 1080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 5/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.07.2018 को प्राप्त हुआ था।

[सं. एल-39025/01/2017-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 16th July, 2018

S.O. 1080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2016) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen, received by the Central Government on 16.07.2018.

[No. L-39025/01/2017-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

Appln. (Ref) No. CGIT-2/5 of 2016

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

UNION BANK OF INDIA

The Dy. General Manager,
Union Bank of India,
Regional Office [South],
Union Bank Bhavan, 239,
Vidhan Bhavan Marg,
Mumbai – 400 021.

AND

THEIR WORKMEN

S. K. Devrukhkar,
C/o. Vasant J. Amberkar,
B-408, Shree Ganesh Darshan,
Behind S.T. Workshop, Near Central
Complex, Thane [W] – 400 601.

APPEARANCES:

FOR THE EMPLOYER : Ms. Prafula Shetty, Advocate

FOR THE WORKMEN : Mr. V. J. Amberkar, Advocate

Mumbai, dated the 1st June, 2018.

AWARD

1. This Reference was filed by Shri S. K. Devrukhkar, Applicant/Workman on 13/07/2016 under Section 2-A (2) of the Industrial Disputes Act, 1947 in view of the amendment in the Act from 15/09/2010:
2. After the receipt of the reference, both the parties were served with the notices. Both parties appeared through their respective legal representatives. The matter was fixed for filing say on the application [Ex.11], filed by management for recasting the issues.
3. Today advocate for workman filed application Ex – 12 for withdrawing this application reference since there is a reference pending on the same dispute. Orders were passed on Ex – 12.
4. In view of the order on application Ex. 12, the reference application is withdrawn and hence disposed off.

ORDER

Reference is disposed off.

Date: 01.06.2018

M. V. DESHPANDE, Presiding Officer